

**SPECIAL AND REGULAR MEETINGS
OF THE
RAVALLI COUNTY BOARD OF COUNTY COMMISSIONERS**

REGULAR MEETING 9:00 AM

Tuesday, October 02, 2018

**Commissioners' Meeting Room
County Administration Building,
215 S. 4th St, Hamilton, MT 59840.**

DS.
AH
J
JB
JA

1. Roll Call

Commissioner Jeff Burrows, Commissioner Greg Chilcott, Commissioner Ray Hawk, Commissioner Doug Schallenberger and Commissioner Chris Hoffman.

STAFF PRESENT:

Chris Taggart, minutes

2. Pledge of Allegiance

3. Public comment

None.

4. Review with decision/fund expenditure for lighting and seating at the museum

Present:

Wes Young, Maintenance
Tamar Stanley, Director of Museum
Kristine Komar
Barbara Liss

Commissioner Chilcott moved to approve the Ravalli County Museum Capital Improvement expenditure in the amount of \$10,000.00 for the Museum seating and lighting project, account number 4002-70-521000-820; cash code 4002-102058. Seconded by Commissioner Hawk. Public comment on motion: none. Discussion: Commissioner Burrows. All voted "aye" (5-0).

5. Review with decision (possible appointment) on the vacant position of the Public Administrator

Present:

Howard Recht, Civil Counsel
Regina Plettenberg, C&R

Commissioner Hoffman moved to approve the advertisement for the Public Administrator position, accept names and start the appointment process as discussed here today. Seconded by Commissioner Chilcott. Public comment on motion: none. Discussion: none. All voted "aye" (5-0).

6. Administrative - Review with decision:

- a) Contracts for Services and Insurance Requirements

Attachment - Fair Contract

Present:

Melissa Saville, Fair Manager

Community Photo Day (Rabbit group):

First Interstate Building – November 18, 2018 1:00 PM – 5:00 PM

Hourly rate requested to be waived

Commissioner Hoffman moved to approve the contract with Community Photo Day, waiving the waiver of subrogation requirement, and consider waiving the hourly rental fee contingent upon other 4H groups rental rates, based upon Melissa research. Seconded by Commissioner Hawk. Public comment on motion: none. Discussion: Commissioner Chilcott, Commissioner Hoffman, Commissioner Hawk, Melissa Saville and Commissioner Burrows. All voted "aye" (5-0).

- b) Commissioner Reports

Commissioner Chilcott
Commissioner Hoffman
Commissioner Schallenberger
Commissioner Hawk
Commissioner Burrows

7. Update with Human Resource Director Robert Jenni

Present:

Robert Jenni, HR Director

8. Review with possible decision: Drone Liability and Insurance

Attachment - Policy Form

Present:

Fred Thomas
Steve Davis
Sheriff Steve Holton

Commissioner Chilcott moved to approve the drone insurance as presented, with future discussion on potentially pro rating the drone insurance premium amongst departments who use the drone. Seconded by Commissioner Hoffman. Public comment on motion:

none. Discussion: Commissioner Burrows, Fred Thomas and Commissioner Hawk. **All voted "aye" (5-0).**

9. Public comment on items not otherwise on the agenda

None.

10. Adjournment

Commissioner Hoffman moved to adjourn the meeting. Seconded by Commissioner Schallenberger. All voted "aye" (5-0).

Glenda Wiles, Administrative Assistant

**SPECIAL AND REGULAR MEETINGS
OF THE
RAVALLI COUNTY BOARD OF COUNTY COMMISSIONERS**

REGULAR MEETING 9:00 A.M.

Tuesday October 2, 2018

**Commissioners'™ Meeting Room
County Administration Building,
215 S. 4th St, Hamilton, MT 59840.**

**Commissioner Jeff Burrows
Commissioner Greg Chilcott
Commissioner Chris Hoffman
Commissioner Ray Hawk
Commissioner Doug Schallenberger**

COMMENTS FROM THE PUBLIC

Members of the audience will be provided an opportunity to address the Board concerning each item on the agenda, and will be afforded the opportunity to comment on items not on the agenda at the end of the meeting or as solicited by the Chairperson. (See protocol for addressing the Board or submitting written comments below.) If you have a petition or other information pertaining to your subject, please present it to the clerk. Please sign the sign-in sheet to document your attendance. Meetings of the Board of County Commissioners are open to the public except when closed under Â§2-3-203, MCA. Minutes of public meetings will be made available for inspection by the public.

AMERICANS WITH DISABILITIES ACT

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the Commissioners'™ Office (at 406-375-6500) at least 48 hours in advance so that appropriate arrangements can be made. (28 CFR 34.102.104 ADA TITLE II)

NON-DISCRIMINATION POLICY

The Board does not discriminate on the basis of race, color, sex, culture, social origin or condition, or political or religious ideas. Statements, gestures and behaviors that threaten the health, welfare or safety of others are prohibited. Violators of this policy may be removed from the meeting

PLEASE TURN OFF CELL PHONES AND PAGERS WHILE MEETING IN PROGRESS.

PLEASE NOTE: A recording is made of Board meetings. When addressing the Board, please speak into the microphone. State your name and address (spell your name if the spelling is unusual). If you have a petition or other information pertaining to your subject, please present it to the clerk.

To allow all an equal opportunity to participate and to preserve decorum, please:


1. Address the chairperson, not the members of the audience or others.
2. Limit your comments to the allotted time.
3. Confine your comments to the item on the agenda unless the Board is taking comment on items not on the agenda.

The purpose of allowing public comment is to afford all interested persons the opportunity to participate. Comments can be verbal or written. Verbal and written comments carry equal weight. Respect the time of others: please do not simply read a written comment. Instead, present written comments to the clerk. The Board will allow all those who wish to address the Board an equal time and thus may not be able to respond to questions. In order that all can hear and participate, members of the audience are asked to refrain from commenting out of turn or attempting to engage those addressing the Board or Board members unless recognized by the Board.

9:00 A.M. REGULAR BOARD OF COMMISSIONERS MEETING

PRELIMINARY BUSINESS

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Public comment**
4. **Review with decision/fund expenditure for lighting and seating at the museum**
5. **Review with decision (possible appointment) on the vacant position of the Public Administrator**
6. **Administrative - Review with decision:**
 - a) **Contracts for Services and Insurance Requirements**
 - b) **Commissioner Reports**
7. **Update with Human Resource Director Robert Jenni**
8. **Review with possible decision: Drone Liability and Insurance**

Attachment - Policy Form 

9. Public comment on items not otherwise on the agenda

10. Adjournment

Tuesday October 2, 2018

I'm pleased to confirm our quote which is valid for 30 days or until the effective date of coverage, whichever occurs first. Terms are as follows:

Insurer:	General Star Indemnity Company (A.M. Best A ++, XV)		
Coverage:	Professional Liability for Miscellaneous Healthcare Facilities		
Description of Operations:	CORRECTIONAL MEDICINE		
Claim Expenses:	Are included within the limits of insurance		
Limits Apply:	One Time, on a Shared Basis Regardless of Number of Locations or Insureds		
Professional Liability Limits:	\$	1,000,000	Each Claim Limit
	\$	3,000,000	Aggregate Limit
	Retro Date: 10/1/2017		
Abuse Molestation Limits:	\$	250,000	Per Claim
	\$	750,000	Aggregate
	Retro Date: 10/1/2017		
Policy Aggregate:	\$	3,000,000	Limit of Insurance for All Coverages, All Insureds and All Locations
Deductible:	\$	10,000	Per Claim - Applies to: Damages and Claim Expenses
Premium:	\$	12,500	Premium
	• A 25% minimum earned premium is charged upon binding. No flat cancellation allowed.		
	• An ERP option of up to a 60-month reporting period is available for an additional premium to be determined		
		12 - Month Extended Reporting Period	100%
		36 - Month Extended Reporting Period	150%
	60 - Month Extended Reporting Period	200%	
Policy Term:	10/1/2018 to 10/1/2019		

Forms:	<p>MHF 00 0001 01 17 – Claims Made Professional Liability Coverage Part MHF 00 0003 01 17 – Common Policy Provisions IL 05 0001 02/2011 – Service of Suit Clause MHF 24 0010 07 16 - Application Attachment Endorsement GSM 06 MHCF 801 1 (03/2012) - Amendatory Endorsement Premium GS 06 MHCF 462 04 2012 - Designated Professional Services Limitation</p> <ul style="list-style-type: none"> • Medical services provided to inmates at Ravalli County Adult Detention Center
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Special Conditions:	<ul style="list-style-type: none"> • Please confirm # of patient encounters 10/1/17-18 • Please confirm # of patient encounters projected for 10/1/18-19 • Please forward CV for medical director
Agent/Broker Responsibilities & Acknowledgements:	<p>If bound, coverage will be provided on a surplus lines basis, through the company identified herein. The agent/broker will be solely responsible for any and all calculations, collections, and remittance of S/L taxes; stamping fees; any notices; full compliance with any state affidavit requirements, any/all state Patient Compensation/CAT Funds or similar organizations reporting requirements, fee collections and remittances.</p> <p>We require a <i>written</i> order to bind coverage. <u>No verbal orders will be accepted.</u> As the Agent of Record with the Company on this specific account, you understand that once bound, you are responsible to the Company for payment of premium, subject to the minimum earned premium as stated above.</p> <p>THIS QUOTE IS BEING OFFERED IN RELIANCE ON THE INFORMATION SUBMITTED TO US BY THE APPLICANT. BY ACCEPTING THIS QUOTE, AND/OR THE BINDING OF THIS RISK, THE APPLICANT WARRANTS THAT THE INFORMATION IS TRUE AND COMPLETE AND THAT NO MATERIAL FACTS HAVE BEEN MISREPRESENTED, OMITTED OR SUPPRESSED.</p>
Binder:	<p>We are considered bound effective: _____ to: _____ per the attached quotation.</p> <p>We have assigned policy number: _____</p> <p>Premium: _____</p> <p>Authorized by: _____ Date: Click here to enter a date</p>

Fred Thomas

From: Joseph D'Arco <JD'Arco@nifgroup.com>
Sent: Wednesday, September 26, 2018 9:30 AM
To: Fred Thomas
Subject: RE: Ravalli County Detention

Fred,

Please see the response from the carrier and advise if you have any questions:

This one is a little unique in that we got a significant sign on premium last year so I don't expect this to follow our normal step progression which is over 6yrs with first year being 45% of maturity.

Assuming we are claim free and exposures stay at the current level, I'd expect this to mature around \$15,000 in the next 2-3yrs.

Regards,

Joseph D'Arco
Underwriting Assistant
NIF Group, Inc.
30 Park Avenue
Manhasset, NY 11030
Tel: (516) 365-7440 Ext. 126
Fax: (516) 365-7392
JD'Arco@nifgroup.com
www.nifgroup.com



Awarded the Five-Star Distinction in 2016 & 2017

From: Fred Thomas [mailto:FThomas@paynewest.com]
Sent: Tuesday, September 25, 2018 6:04 PM
To: Joseph D'Arco <JD'Arco@nifgroup.com>
Cc: Kelly Tenold <KTenold@paynewest.com>
Subject: RE: Ravalli County Detention

Joe:

What is the expected rating steps going forward? When does this mature?

Please advise, Thx, Fred



Producer:
R T SPECIALTY LLC
12404 PARK CENTRAL DRIVE
SUITE 380
DALLAS, TX 75251

Application Number: 796420
Contact:
JOHN ELLIOTT
214-865-7200
JOHN.ELLIOTT@RTSPECIALTY.COM

Application Insurance Quote

No insurance will be afforded through Global Aerospace, Inc until the application and premium payment in full have been received and the applicant is in receipt of written confirmation from the producer or from Global Aerospace, Inc that the policy is in effect. This submission does not require the applicant to purchase or the company to afford any insurance.

The offer of insurance described in this Summary is valid through 25 Oct 2018

Applicant

RAVALLI COUNTY SHERIFF'S OFFICE
STEVE HOLTEN
205 BEDFIRD ST, HAMILTON, MT, 59840
rtaviation@rtspecialty.com
(972)437-8726

Coverage Date: 27 Aug 2018 For one year with effect from 12:01 A.M. local time at address of applicant
Current Insurance Carrier: NEW TO MARKET

Unmanned Aircraft Systems (UAS) Premium

<u>Year, Make, Model</u>	<u>Flight Hours</u>	<u>Deductible</u>	<u>Insured Value</u>	
2018 DJI INNOVATIONS MAVIC PRO PLATINUM 08Q2F38P0R0103	100	InMotion: 5% NotInMotion: 5%	\$1,400	\$133

War, hi-jacking and other perils Physical Damage Coverage for Drones, Ground Equipment and Payload Included

Liability Coverage \$2,000,000 \$825

** The Liability Premium shown above is the total for all units on the policy.*

Single Limit Body Injury and Property Damage Liability:

Also includes Liability arising from:

- + occasioned by or in consequence of war hi-jacking and other perils
- + the operation of UAS you rent/lease/borrow for periods of less than 30 days
- + UAS operated on your behalf by others

Additional Benefits (Subject to conditions) Included

Medical Expense Coverage	\$5,000
Bail Bonds	\$5,000
Fire Legal	\$100,000

UAS Policy Form

Application Number: 796420

Contractual Liability
Product liability arising out of sale of scheduled aircraft

Policy Limit
Policy Limit

Personal Injury

\$2,000,000

Included

** The Personal Injury Premium shown above is the total for all units on the policy.*

Acts of Terrorism under the TRIPRA

Included

Premium

Coverage Premium:

\$958

State Surcharge:

\$0

Operations

Will the UAS be operated in accordance with applicable regulations at all times? **Yes**
 Will the UAS be operated indoors in proximity to any persons not directly participating in the operation of the UAS? **No**
 Will the UAS ever be intentionally operated over any persons not directly participating in its operation without an appropriate waiver? **No**
 Do you intend to publish by any means data or images that were obtained or created by the operation of any UAS operated by you or on your behalf? **Yes**
 Do you have procedures to control the publication of data or images? **Yes**
 Do you require a quote for liability limits greater than \$10 Million? **No**

Intended Uses

Law Enforcement

Operators

Operators of Unmanned Aircraft Systems (UAS) less than 15lbs

Will all operations of the UAS be conducted: **Yes**
 (a) By operators holding a valid Remote Pilot Airman Certificate with Small UAS rating, or
 (b) Under Section 333 of the FAA Modernization and Reform Act of 2012, or
 (c) Under a Certificate of Authorization or Waiver (public entities only)?

Insurance and Claims History

Do any of the operators named above have any medical waivers other than corrective lenses or color blindness? **No**
 In the last 3 years, have any of the operators named above **No**
 (a) been cited for violation of any FAA regulations, or
 (b) had their pilot's or driver's license suspended or
 (c) been convicted of driving while intoxicated or
 (d) of any felony charge?
 In the last 3 years, have you been involved in any aircraft or UAS accidents or incidents? **No**

Insurance applies to the insured's declared use of aircraft. See the policy form and any accompanying endorsements for the complete coverage details.

PLEASE NOTE: The following separate licensed insurers, whose liability is several and not joint, provide the insurance afforded by policies issued through Global Aerospace, Inc.

American Alternative Insurance Corporation Wilmington, Delaware	44.96%
American Commerce Insurance Company Columbus, Ohio	10.00%
Mitsui Sumitomo Insurance Company of America New York, New York	9.28%
National Indemnity Company Omaha, Nebraska	23.39%
Tokio Marine America Insurance Company New York, New York	12.37%

Coverage(s) and Limit(s):

Part 1 - Liability

Coverage A - Bodily Injury and Property Damage Liability

1. Each *Occurrence* Limit: **\$2,000,000**
2. Each *Occurrence* sub-limit and deductible applicable to damaged property:
 Damage to *Cargo* Limit: **NIL**
Cargo Deductible: **NIL**
 The sub-limit described above is part of and not in addition to the Each *Occurrence* Limit.
3. Supplementary payment limits for emergencies and search and rescue operations related to *scheduled aircraft*:
 (a) **NIL** is the most we will pay for expenses incurred under an emergency condition for:
 (1) Application of foam on a runway;
 (2) Fire and crash control and rescue; or
 (b) The lesser of **NIL** or the *insured value* of the *scheduled aircraft* is the most we will pay for repositioning expenses incurred following a landing made under emergency conditions at a location where a safe takeoff cannot be made.
 (c) **NIL** is the most we will pay for expenses incurred for search and rescue operations.

Part 2 - Physical Damage

Coverage B - Physical Damage to Scheduled Aircraft

- (a) Subject to Paragraph (b) below, the limit of insurance for a *scheduled aircraft* is its *insured value*, less any applicable deductible.
- (b) The *insured value* of any *newly acquired aircraft* or any *scheduled aircraft* modified during the policy period is subject to the Maximum *Insured Value* Limit: **\$1,400**

Endorsements:

A121	Additional Insured - Charter Agreement Endorsement	
A125	Amendment of Defined Terms	
C022	Limited Liability War Exclusion Limited Coverage	
C023	Limited Physical Damage War Exclusion Limited Coverage	
C025	Electronic Date Recognition Exclusion Limited Coverage	
C036	Expenses for Medical Services	\$5,000 each occurrence
C039	Liability for Sale of Aircraft, Aircraft Parts or Services	
C054	Terrorism (TRIA) Coverage - Hull & Liability	
C061	Aviation Personal And Advertising Injury Liability	\$2,000,000 each occurrence/aggregate
C064	Premises Coverage	
C066	Fire Legal Liability	\$100,000 each occurrence
C095	Expanded Contractual Liability Endorsement	
N004	Non-Owned Aircraft Liability - UnManned Aircraft System	
D004	TRIA Disclosure	
S024	Montana Amendatory	

Payment Plan:

100% of the Annual Premium Due on Inception

Approved Pilots for Scheduled Aircraft:

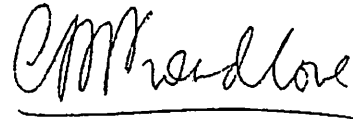
The policy shall not apply while a *scheduled aircraft* is in *flight* unless the *pilot in command* is approved by the Named Insured and appropriately licensed for the flight being conducted.

Special Notices:

- State Amendatory Endorsement and Disclosure notice included as required.
- This quotation does not apply to the extent that trade or economic sanctions or other laws or regulations prohibits Global Aerospace from offering or providing insurance. To the extent any such prohibitions apply, this policy is void ab initio.
- The producer warrants that they are properly licensed to solicit or sell insurance, as applicable, in their state of domicile and in all other jurisdictions where they transact business.
- It is the producer'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.

Dated: July 27, 2018

Underwriter:



C. M. Rendlove

TERMS AND CONDITIONS

All representations herein are declared to be true and complete to the best of my/our knowledge and no information has been withheld or suppressed. I/we agree that this application and the terms and conditions of the policy in use by the insurers shall be the basis of any contract between me/us and the insurers. I hereby authorize the insurers to investigate all representations contained herein.

Insurance through Global Aerospace, Inc. will not be effective until the application and premium payment in full have been received and the applicant is in receipt of a written confirmation from the producer or from Global Aerospace, Inc. that the policy is in effect.

SUBMISSION OF THIS APPLICATION DOES NOT COMMIT THE INSURER TO ANY LIABILITY NOR MAKE THE APPLICANT LIABLE FOR ANY PREMIUM UNLESS AND UNTIL THE INSURER AGREES TO EFFECT THIS INSURANCE.

THE APPLICANT FULLY UNDERSTANDS THAT THE POLICY WILL INCLUDE TERMS, CONDITIONS AND EXCLUSIONS WITH RESPECT TO THE INSURANCE AFFORDED. Any questions about the insurance afforded under this program should be directed to the insurance producer.

Global Aerospace, Inc. underwrites on behalf of the Global Aerospace Underwriters Pool. Policies are issued by US affiliates or subsidiaries of Global Aerospace Underwriters pool members. Details on the US policy issuing companies is published on the Global Aerospace, Inc. website at the following location: [www.global-acro.com/about/financial security](http://www.global-acro.com/about/financial%20security)

FRAUD STATEMENTS

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects that person to criminal and civil penalties (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties). (In New York, the civil penalty is not to exceed five thousand dollars (\$5,000) and the stated value of the claim for each such violation). (Not applicable in AL, AR, AZ, CO, DC, FL, KS, LA, ME, MD, MN, NM, OK, PR, RI, TN, VA, VT, WA and WV).

APPLICABLE IN AL, AR, AZ, DC, LA, MD, NM, RI and WV

Any person who knowingly (or willfully in MD) presents a false or fraudulent claim for payment of a loss or benefit or who knowingly (or willfully in MD) presents false information in an application for insurance is guilty of a crime and may be subject to fines or confinement in prison.

APPLICABLE IN COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

APPLICABLE IN FLORIDA and OKLAHOMA

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (In FL, a person is guilty of a felony of the third degree).

APPLICABLE IN KANSAS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

APPLICABLE IN MAINE, TENNESSEE, VIRGINIA and WASHINGTON

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

APPLICABLE IN MINNESOTA

A person who files a claim with intent to defraud, or helps commit a fraud against an insurer, is guilty of a crime.

APPLICABLE IN PUERTO RICO

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five(5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

APPLICABLE IN VERMONT

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and may be subject to penalties under state law.

PAYMENT

Payment for certain insurance products available on this website may be made with selected credit cards or using PayPal. These payments are processed by a third-party payment processing service ("Payment Service"). Any payment made using the Payment Service will be deemed complete only when:

- (a) you have submitted your name, the details of a current and valid credit card of a type that the Payment Service accepts or your PayPal account information and all other required information (the "Information");
- (b) all Information from you has been received;
- (c) a charge against your selected credit card or PayPal account has been made; and
- (d) we have received full payment for all applicable amounts due for the policy.

IF ANY PAYMENT IS REVERSED OR DISHONORED FOR ANY REASON WHATSOEVER, NO PAYMENT WILL BE DEEMED TO HAVE BEEN MADE TO US, AND WE WILL RESCIND OR CANCEL YOUR POLICY IN ACCORDANCE WITH ITS TERMS.

By providing and submitting the Information you warrant that:

- (a) we are authorized to use the Information to request and obtain payment from your credit card issuer or PayPal;
- (b) the credit card or PayPal account is issued in your name and that you are authorized to incur charges against it; and
- (c) the Information you have provided is accurate and complete.

We may, in our sole discretion and at any time without prior notice change the credit cards or other payment methods that we accept.

We make no warranties, representations or guarantees that the Payment Service will operate as intended, remain secure, or that its operation will be continuous or be uninterrupted. All implied terms, conditions and warranties regarding the functionality and security of the Payment Service are disclaimed to the fullest extent possible.

ELECTRONIC CONSENT

By opening your account, you agree to receive all documents and communications (including, but not limited to: the policy, endorsements, certificates or other documents concerning this transaction) through electronic means. You agree that electronically delivered documents and communications will have the same legal status, to the extent permitted by law, as paper documents.

You also agree that:

- (a) your decision to receive documents electronically is voluntary, but can be revoked at any time by you by contacting your licensed insurance producer (we retain the right to impose charges or fees for the delivery of paper copies of documents that could have been sent to you electronically);
- (b) in order to access and retain copies of your documents and communications, you have Internet access with a compatible browser; and
- (c) you have provided us with a current and active email address for you, and that you will notify us of any change in your email address.

CHANGES

We reserve the right to terminate or change the Online Transaction Terms and Conditions, in whole or in part, at any time, without prior notice to you.

TERRORISM RISK INSURANCE ACT OF 2002 (As amended and extended by The Terrorism Risk Insurance Extension Act of 2005 and The Terrorism Risk Insurance Program Reauthorization Acts of 2007 and 2015)

NOTICE TO PRODUCER: The applicant must be made aware of the opportunity to purchase the coverage contained in the Applicant Disclosure described below. Any request from you to bind the coverage offered in this quote must include advice to us regarding the applicant's choice for terrorism insurance coverage. The premium stated in the disclosure is for terrorism insurance coverage only.

APPLICANT DISCLOSURE: NOTICE AND OFFER OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended, hereinafter referred to as 'the Act,' you have a right to purchase insurance coverage for losses arising out of acts of terrorism, *as defined in Section 102(1) of the Act*: "The term "act of terrorism" means 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 an air carrier or vessel 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."

PURCHASE OF THE INSURANCE OFFERED IN THIS DISCLOSURE HAS THE EFFECT OF NULLIFYING TERRORISM EXCLUSIONS CONTAINED IN NEW OR RENEWAL POLICIES FOR ACTS OF TERRORISM, AS DEFINED IN THE ACT. HOWEVER,

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED, AND YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS THAT MIGHT AFFECT YOUR COVERAGE. IF THIS COVERAGE IS NOT PURCHASED, THE COVERAGE AFFORDED BY THE POLICY WILL BE THAT WHICH WOULD APPLY IN THE ABSENCE OF THE ACT.

IF PURCHASED, COVERAGE AFFORDED FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM MAY BE PARTIALLY REIMBURSED BY THE U.S. GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, IF THE AGGREGATE INSURED LOSSES EXCEED A TRIGGER AMOUNT (\$100,000,000 THROUGH 2015; \$120,000,000 BEGINNING ON JANUARY 1, 2016; \$140,000,000 BEGINNING ON JANUARY 1, 2017; \$160,000,000 BEGINNING ON JANUARY 1, 2018; \$180,000,000 BEGINNING ON JANUARY 1, 2019; AND \$200,000,000 BEGINNING ON JANUARY 1, 2020), THE U.S. GOVERNMENT GENERALLY PAYS A PERCENTAGE (85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019; AND 80% BEGINNING ON JANUARY 1, 2020) OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGE FOR THIS COVERAGE DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE U.S. GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, CONTAINS A PROGRAM CAP OF \$100,000,000,000 THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED

ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ONE CALENDAR YEAR EXCEEDS THE PROGRAM CAP. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEEDS THE PROGRAM CAP, YOUR COVERAGE MAY BE REDUCED.

PREMIUM FOR TERRORISM INSURANCE COVERAGE (which is in addition to the "Total Premium", and is subject to any applicable state taxes and surcharges) IS \$0.

In accordance with the provisions of the Act, the Terrorism Risk Insurance Program shall terminate on December 31, 2020. Unless the program is renewed, extended or otherwise continued by the federal government, insurance coverage purchased for losses arising out of acts of terrorism shall terminate as of the date when any one or more of the following first occurs: (a) the policy period ends; (b) the federal Terrorism Risk Insurance Program, established by the Act, has terminated either in its entirety or as respects the type of insurance afforded by this policy; or (c) renewal, extension or continuation of the Terrorism Risk Insurance Program has become effective without a requirement to make terrorism coverage available as respects the type of insurance afforded by this policy.

If the insurance is not terminated upon the occurrence of b. or c. above, insurance will remain in force without change for the remainder of the policy period, unless the company notifies you of any such change in response to any change in the federal law.

If the insurance is terminated upon the occurrence of b. or c. above, pro rata unearned premium will be returned to you.

Ravalli County Museum
Lighting & Seating Campaign
Update
October 2, 2018

*Rec'd
10-02-18
T. Stanley*

Campaign Goal

▪ Museum Fundraising.....	\$ 55,000
▪ Museum Capital Improvements Fund.....	\$ 10,000
TOTAL.....	\$ 65,000

Summary of Gifts to Date

▪ Montana Office of Tourism Grant, 2017-18.....	\$ 20,000
▪ Hamilton Rotary	\$ 5,000
▪ Individual Gifts 3 @ \$5,000 each.....	\$ 15,000
▪ Other Individual Gifts	\$ 1,000
▪ Museum Capital Improvement Fund	\$ 10,000
TOTAL.....	\$ 51,000

Request

We wish to continue the campaign to its completion, but at this time we need to install the lighting as per the Montana Office of Tourism contact (must be completed within CY 2018).

Funding for the lighting is in hand to complete the upstairs lighting (cost = \$29,576.65, including equipment and installation.)

Reported by:

- Barbara Liss, Campaign Chair
- Tamar Stanley, Executive Director
- Kristine Komar, Development Consultant

