

RESOLUTION 2013-7

A GRANITE COUNTY RESOLUTION
ADOPTING SPECIAL EVENTS INSURANCE REQUIREMENTS
AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Montana Association of Counties/Joint Powers Insurance Authority Property and Liability Pool has developed "Special Events Insurance Requirement Guidelines;" and,

WHEREAS, the Board of County Commissioners of Granite County has reviewed the guidelines as developed by the Facility Users Guidelines Working Group; and,

WHEREAS, the Board of County Commissioners of Granite County and the Granite County Attorney believe that the "Special Events Insurance Requirement Guidelines" provide for the protection of the county; and,

WHEREAS, the Montana Association of Counties/Joint Powers Insurance Authority has recommended and encouraged the adoption of these guidelines.

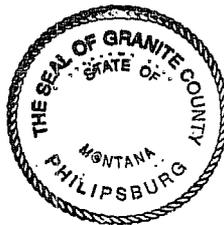
NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Granite County hereby adopts the "Special Events Insurance Requirement Guidelines" as proposed and recommended by the Montana Association of Counties; and,

BE IT FURTHER RESOLVED that a full and complete copy of the "Special Events Insurance Requirement Guidelines" consisting of 8 (eight) pages, including the cover page, is attached to and hereby made a part of this Resolution; and,

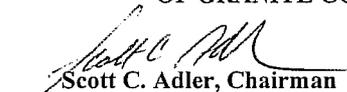
BE IT FURTHER RESOLVED that notice of this Resolution will be published for two consecutive weeks in the Philipsburg Mail newspaper and that a copy of the guidelines will be placed on the county's website; and,

BE IT FINALLY RESOLVED that this Resolution is to have an immediate effective date.

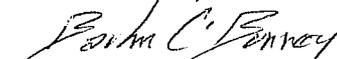
ADOPTED AND PASSED this 4th day of June, 2013 A.D.



BOARD OF COUNTY COMMISSIONERS
OF GRANITE COUNTY


Scott C. Adler, Chairman


Clifford Nelson, Commissioner


Bart C. Bonney, Commissioner

ATTEST: 
Blanche McLure, Clerk

APPROVED AS TO FORM AND CONTENT:


Christopher G. Miller, Granite County Attorney



**MACo/JPIA
PROPERTY AND LIABILITY POOL**

**SPECIAL EVENTS INSURANCE
REQUIREMENT GUIDELINES**

**DEVELOPED BY THE FACILITY
USERS GUIDELINES WORKING GROUP
2006**

MACo/JPIA PROPERTY AND LIABILITY POOL

SPECIAL EVENTS INSURANCE REQUIREMENT GUIDELINES

I. DEFINITIONS:

A. COUNTY SPONSORED EVENT

Events that the County and/or Fairboard organizes, promotes, advertises, pays expenses and collects the majority of receipts. The events must be listed annually on the JPIA renewal application. Any event not listed during the course of the policy year, must be reported to the local agent and then to JPIA prior to the event.

B. NON-COUNTY SPONSORED EVENT OR "USER" EVENT

Events organized, promoted and paid for by profit or non/profit groups, organizations or individuals other than the County or Fair Board and who rent or use County facilities by agreement.

C. USER GROUPS-

Profit or non-profit organizations, groups or individuals who by agreement, lease and/or use County owned facilities for various events or reasons.

D. FACILITY-

Any building or complex of buildings and parks that are owned and insured by the County or which the County has an insurable interest.

E. EXPOSURE CLASS-

Events or groups that are classified users of County facilities by degree of risk or exposure with specific recommended insurance requirements or guidelines.

Exposure Classes=

- A. High
- B. Medium
- C. Low

F. VOLUNTEERS-

Organization or individual that provides service or support to the County without any pay or compensation.

II. INSURANCE REQUIREMENTS BY EXPOSURE CLASS:

A. HIGH-

1. Require a signed agreement that includes:
 - a. At least \$1,000,000/occurrence liability limit proof of liability insurance,
 - b. The County added as additional named insured and
 - c. A signed Hold harmless agreement (as part of the User Agreement)

B. MEDIUM-

1. Require a signed agreement that includes:
 - a. \$500,000/occurrence liability limit proof of liability insurance,
 - b. A signed Hold Harmless agreement

C. LOW/LIGHT

1. Require a signed agreement that includes:
 - a. \$500,000/occurrence liability limit proof of insurance; or
 - b. In lieu of proof of liability insurance a signed hold harmless agreement as part of the agreement.

NOTE: If liquor is used or allowed; the event automatically is classified as a high exposure event.

III VOLUNTEERS

A VOLUNTEER COVERAGES

Currently, if covered by the JPIA pool policy, volunteers are covered as a named insured for liability, i.e.; for property damage, bodily injury and personal injury to a third party. Non public safety volunteers can now be afforded Workers' Comp coverage by the MACo/JPA Workers' Compensation pool. (See attached Workers' Comp guidelines to add volunteer coverage).

G. "PAID" VOLUNTEERS-

A volunteer is not compensated. If a volunteer is paid a stipend or fee, that volunteer is an employee and therefore; should be employed as a temporary part time employee.

H. "CONTRACTED" VOLUNTEERS-

Individual organizations contracted for services are independent contractors and should be required to provide proof of liability and workers' compensation coverage or a workers compensation exemption issued by the Montana Department of Labor.

A. High Exposure Class

Animal Acts	Evangelistic Meetings	Public events with security concerns
Animal Racing	Fireworks	Pop/Rock Concerts
Arcades	Go-Karts	Races/Truck Pulls/Mud Rallies
Carnivals	Gun Shows	Religious Assemblies
Circuses	Logging/Lumberjack shows	Rodeos
Political Rallies	Parades	Sporting Events
Shooting Competitions	Conventions	Picnics with pool or lake activities
Sporting Events	Dances with more than 1,000 people	
Political Rallies	Concert with more than 1,000 people	

B. Medium Exposure Class

Horse Shows	Debuts	Proms
Charity/School Carnivals (no rides)	Debutante Balls	Reunions-Family
Dances-less than 1,000 people	Concerts with 1,000 or less	School Band/ Drill Team Competition
Festivals	Reunions-Class	Wedding Receptions

C. Low/Light Exposure Class

Auctions	Musicals	Shows-Animal/Livestock
Award Presentations	Pageants	Antique, Art, Auto, Boat
Banquets/Luncheons	Phone-a-thons	Business, Consumer
Bazaars	Picnics with no lake/pool activities	Sales
Bingo Games	Craft, Dance, Fashion	Flower, Garden, Home
Craft Shows	Rummage sales	RV, Trade, and Vacation
Dinner Theater	Graduation	Educational exhibits
Speaking Engagements	Scouting Jamborees	Social Gatherings
Theater Performances	Flea Markets	Swap Meets
Seminars	Job Fairs	Meetings

NOTE: If liquor is used or allowed at any event or for any organization using the Insureds facility, the event automatically is classified as a high exposure event and requires liquor liability coverage under the high exposure guidelines.

FACILITY USERS' RENTAL AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 200_____, by and between GRANITE County, and _____, hereinafter referred to as Permittee.

WITNESSETH:

WEREAS, Permittee desires to us the _____ for an event on _____

_____ and the County is agreeable to such use, the parties hereto agree to such use, the parties hereto agree that Permittee shall be granted the use of the Facility on the aforementioned date subject, however, to the following fees and conditions.

1. Permittee shall pay \$_____ for the rental of the Facility accompanied by a separate refundable deposit of \$_____, both payable in advance and attached to this agreement.
2. The Facilities are rented as is and if there are County items that need to be moved, Permittee is responsible for moving them and returning them to their original location. If there is no damage and the ground and buildings are cleaned properly (which includes the hauling out of all garbage), the deposit shall be refunded after inspection by a representative of the County. Permittee is to clean the facilities, including the bathrooms, after each session and upon completion of the activity. Permittee shall supply all cleaning and bathroom supplies and shall return the premises to after their event in as good condition as before it was used by Permittee.
3. Permittee shall be responsible for any damages to county property and shall assume all responsibility for damages or injuries to persons and/or property at the event. Permittee also agrees to protect and defend the County and its elected and appointed officials, agents and employees and to hold them harmless from and against any and all claims, demands and causes of action of any nature whatsoever in any arising from the acts of omissions of Permittee and or its agents, employees, or representatives under this agreement.
4. Permittee will provide general and specific supervision to:
 - A. Inspect facility for potential hazards to the activity;
 - B. Plan for safe conduct of participants
 - C. Provide adequate and proper equipment for the activity, if any;
 - D. Warn participants of the inherent danger of the activity, if any;
 - E. Inform participants of emergency procedures, if applicable; and
 - F. Closely control the activity itself, particularly with minors.

5. If alcohol is sold or paid, the event must provide \$1,000,000/occurrence including liquor liability coverage and/or must be catered by a licensed catering service. If alcohol will be consumed, Permittee shall further take all reasonable measures to insure that minors are not being or consuming intoxicating beverages on the premises and that no other problems occur as a result of alcoholic beverages being served.

6. Permittee shall attach to this agreement, proof of liability insurance in an amount not less than \$_____ /occurrence for the event for which the County facilities are being used. If alcohol will be served or consumed during the activity, the liability coverage needs to include a liquor clause. In the event a community or civic organization or a business enterprise leases the premises and needs to take out a separate liability policy for their specific event, they shall name the County as additional insured under said policy.

7. The County has the right to limit the hours of the activities for which Permittee will be using the Fairgrounds. The event shall end on at _____.

8. Permittee, by signing below, acknowledge that he/she knows, understands and appreciates the risks involved in the activity.

IN WITNESS WHEREOF, this agreement shall be executed on the day and year below written by the parties hereto.

Date

Permittee

Date

Fair Board Representatives

Date

County Commissioner

SAMPLE

HOLD HARMLESS AGREEMENT

_____, its officers, employees and members shall, through

the signing of this Agreement by an authorized party or agent, indemnify, hold harmless and defend the County of **GRANITE**, and its agents and employees from all suits and actions, including reasonable attorneys' fees and all costs of litigation and judgment of every name and description against the County as a result of loss, damage or injury to person or property by reason of any action or omission by _____ its agents or employees, for the following activities: _____

Signed this _____ day of _____, 200_____.

By _____

Title _____

IV. (1)

ALL OTHER VOLUNTEERS

This information is to give county commissioners and volunteers other than public safety volunteers, a clear understanding of when they are covered by workers' compensation insurance. Hopefully this will eliminate confusion as to who is covered, under what conditions and when.

The goals are to help the parties work together in a proactive manner and to keep accidents to the lowest level possible, in both frequency and severity. This guidance is not intended to dictate activities or to establish technicalities for the purpose of denying benefits. Compensation claims will be adjusted in accordance with the laws of the State of Montana, addressing when coverage applies and what benefits are paid.

DEFINITIONS

Coverage during travel- When a volunteer is to participate in a pre-approval and supervised training or activity, coverage will begin when the volunteer arrives at the designated location. Coverage ends after the training session or activity is completed.

Training- to instruct; to bring into proper body condition; to undergo special drill.

Training plan – a brief, written outline of training activities and overall goals.

Volunteer- a person who enters into service of his own free will; to offer or bestow voluntarily.

GUIDELINES

For those counties insured under the MACo Worker's Compensation Trust, premiums for such coverage must be paid within the due dates.

When a volunteer is engaged in an activity or training that is approved and supervised, the volunteer is covered for worker's compensation benefits. The supervisor decides which activity or training is approved. The approval must be in writing prior to a training or activity.