

Montana Municipal
Interlocal Authority
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COVERAGE – LIABILITY MEMORANDUM OF COVERAGE (MOC) SECTIONS 10.1

The MMIA agrees to pay on behalf of a COVERED PARTY those sums which the COVERED PARTY becomes obligated to pay by reason of liability because of a covered Claim for Bodily Injury, Personal Injury, Property Damage, or Automobile Liability.

COVERED PARTY - LIABILITY MOC SECTION 5

The Entity; elected or appointed officials while in Course and scope of duties; past/present employees; volunteers provided they are under direction/control of the Entity; peace officer or law enforcement entity rendering assistance upon request; firefighter or firefighting entity rendering assistance based on Mutual Aid Agreement; agency, board or commission established by resolution, ordinance, charter, statute; quasi-governmental or intergovernmental agency, board/commission governed by having majority appointed by Entity; additional Covered Party by endorsement

GENERAL EXCLUSIONS – LIABILITY MOC SECTION 9

1. Liability from Claims, demands, or actions for relief/redress in any form other than Damages
2. Liability from fines, punitive damages, penalties awardable pursuant to statute; liability from willful violation of a statute, ordinance or regulation; liability of a COVERED PARTY from obtaining remuneration/financial gain not legally entitled; liability from deliberate dishonesty/fraud act or omission/criminal-malicious act or omission/willful violation of the law.
3. Liability from a COVERED PARTY's contractual assumption of indemnification for liability for Damages; liability from failure to perform, or breach of, a contractual obligation
4. Liability from notarized certification of signature without physical appearance before notary
5. Liability for Claims related to unfair labor practices, mediation/arbitration of collective bargaining agreements, or the terms of a collective bargaining agreement
6. Liability, damages, losses, costs or expenses from asbestos hazard or silica and clean-up; any liability arising out of the discharge,

dispersal, release or escape of Pollutants---exemptions 9.11.5 through 9.11.10; any liability related to or resulting from "hazardous properties" of nuclear material

7. Liability arising out of Broadcasting Activities from music licensing, FTC, FCC other governmental agencies
8. Liability which is the result of or arises out of Electronic Vandalism.
9. Liability arising out of purchase, sale, offer of sale, or solicitation of any security, debt, bank deposit or financial interest or instrument to include representation related to price and any depreciation
10. Liability for Claim arising from principles of eminent domain, mandamus to compel eminent domain, pre-condemnation activities, condemnation proceedings, or inverse condemnation. This EXCLUSION shall not apply to any Claim arising from sudden and accidental sanitary or storm sewer backups on any property intended for use or occupancy.

COVERAGE A – GENERAL LIABILITY EXCLUSIONS – LIABILITY MOC SECTIONS 9 & 10

1. All Section 9 General Exclusions listed above
2. Employees not in course and scope of employment
3. Airports with the exception of premises; Operations of health care facilities--exceptions professional staff and premises
4. Dam failure; Terrorism, War
5. Property damage to property owned, rented, leased to COVERED PARTY under assumption of liability; property damage arising solely out of an act of vandalism, theft or other criminal act; property damage to personal property loaned to COVERED PARTY for temporary use or claim arising out of Property Damage to personal property belonging to another, but stored by COVERED PARTY, with or without charge. However, this EXCLUSION does not apply to (a) property of persons who are involuntarily confined by COVERED PARTY, or (b) property held as evidence, seized or impounded by COVERED PARTY; provided that in either the case, the property has been accurately recorded by COVERED PARTY and is reasonably secured by COVERED PARTY.
6. Failure to supply/provide adequate supply of gas, water or electricity when failure the result of inadequacy or interruption of a COVERED PARTY's facilities
7. **SPECIAL ACTIVITIES:**
 - > **Air shows; Circuses; Rodeos**
 - > **Fireworks involving the ignition of a commercial or COVERED PARTY's sponsored display**
 - > **Animal racing;**
 - > **Carnival or amusement rides;**
 - > **Motorized vehicle racing;**

- > **Water sports other than those associated with municipal swimming pools, or bodies of water, owned, or controlled by the Member;**
 - > **rental of any motorized vehicle or apparatus used for individual conveyance or entertainment;**
 - > **Boxing or other martial arts competition**
8. Publication/utterance with knowledge of the falsity
 9. Assessment of or failure to refund taxes, fees or other assessments.
 10. Estimates of cost estimates being exceeded, faulty preparation of bid or contract specifications or plans, including architectural plans, failure to award contracts in accordance with a statute or ordinance which under law must be submitted for bids; damages, arising out of or related to the liability of a COVERED PARTY involved in or acting as Contractors for Residential Construction
 11. ERISA-1974 and any law amending or similar provisions of federal/state/local statutory law or common law; failure to fund or pay principal/interest for retirement, health or welfare benefit provided by COVERED PARTY
 12. Use of structure designed for the use of a skateboard—
ENDORSEMENT AVAILABLE
 13. Principles of Quantum Meruit-- reasonable sum of money to be paid for services rendered or work done when the amount due is not stipulated in a legally enforceable contract
 14. Employment Practices (EP) Claim seeking damages or other relief, direct or consequential, for or arising out of Bodily Injury, loss of consortium, physical injury to or destruction of any tangible property, including loss of use; Federal Fair Labor Standards Act or similar state laws; Actions in connection with labor disputes/negotiations; Workers' Adjustment and Retraining Act or similar; EP Claim seeking insurance benefits; Claim for salary or hourly wages and benefits, back wages and benefits, front wages, or overtime, future benefits, severance obligations, or similar demands
 15. Liability imposed on a COVERED PARTY under any Uninsured or Underinsured Motorist Law

COVERAGE B – PUBLIC OFFICIALS ERRORS & OMISSIONS – LIABILITY MOC 9 & 11

Professional liability coverage that protects COVERED PARTY for claims made for inadequate work or negligent actions.

EXCLUSIONS:

1. All Section 9 General Exclusions listed above
2. Operations of health care facilities--exceptions professional staff and premises
3. Dam failure
4. Exclusions numbered 6-12 above (General Liability exclusions)

COVERAGE C–EMPLOYMENT PRACTICES – LIABILITY MEMORANDUM SECTIONS 9 & 12 (ENDORSEMENT REQUIRED) FOR THOSE MEMBERS HAVE APPLIED AND RECEIVED EPL ENDORSEMENT

Act relating to a past, present, or prospective employee of a COVERED PARTY for or arising out of any actual or alleged wrongful dismissal, discharge, or termination, either actual or constructive, of employment, employment related misrepresentation, wrongful failure to employ or promote, wrongful deprivation of career opportunity, wrongful discipline, failure to grant tenure or negligent employee evaluation, or sexual or workplace harassment of any kind, including, but not limited to, the alleged operation of a harassing workplace environment, or unlawful discrimination, whether direct, indirect, intentional or unintentional, or failure to provide adequate employee policies and procedures.

EXCLUSIONS:

1. All Section 9 General Exclusions listed above
2. Liability arising out of Employment Practices without EPL endorsement
3. Liability arising out of labor disputes or labor negotiations; liability for salary or hourly wages and benefits, back wages and benefits, front wages, or overtime, future benefits, severance obligations, or similar demands, even if liquidated damages under federal, state, or local statute, rule or regulation; liability for failure to fund or to pay any principal or interest owed for any retirement, health or welfare benefit provided by a COVERED PARTY whether voluntarily or pursuant to any federal, state or local law, statute or ordinance
4. Liability arising out of the Workers Adjustment and Retraining Notification Act, Public Law 100-379 (1988); Liability arising out of the ERISA 1974, and any law amendatory thereof, or similar provisions of any federal, state or local statutory law or common law.
5. Liability arising related to modification of property to make accessible or accommodating to any disabled person. Exception: damages from failure to do so covered under EP

COVERAGE D – EMPLOYEE BENEFIT (EB) LIABILITY – LIABILITY MOC SECTIONS 9 & 13

Legal liability a COVERED PARTY shall become obligated to pay by reason of liability imposed by law for any wrongful act, error or omission of a COVERED PARTY for whose acts the COVERED PARTY is legally liable in the administration of the COVERED PARTY's E B Programs as defined herein, caused by an Occurrence during the COVERAGE PERIOD.

EXCLUSIONS:

1. All Section 9 General Exclusions listed above
2. Liability for advice given by a COVERED PARTY to an employee to participate or not in any investment or savings plan; any liability arising out of errors in providing information on past performance of investment vehicles or advice given to any person with respect to that person's decision to participate or not participate in any plan include in the "EB Programs"
3. Liability for any act, error or omission occurring before the Effective Date of this Memorandum; any liability for any Claim which results from an activity, act or omission of a third party administrator, a firm or person, other than an employee of the COVERED PARTY, who administers the COVERED PARTY's E B Program; Any liability for any Claim, other than a Claim alleging a wrongful act, error or omission in the administration of an EB Program as defined under Section 13.2 due to back wages and benefits, front wages, or overtime, future benefits, severance obligations, or similar demands, even if liquidated Damages under federal, state, or local statute, rule or regulation.
4. Liability for any Claim for benefits that are lawfully paid or payable to a beneficiary from the funds of an EB Program that results from not having adequate insurance or bonds to protect the assets of an EB Program; any liability for any Claim for failure or performance of a contract by any Insurer, or to any Claim based upon failure of stocks, bonds or other securities to produce financial gain, profit or growth as represented by a COVERED PARTY;
5. Liability based upon changes in the ultimate cost or level of any benefit program available to any employee of a COVERED PARTY or changes made to any benefit program resulting from efforts of the COVERED PARTY to comply with any tax laws or other laws which results in changes to the benefits available to any employee of the COVERED PARTY;
6. Liability arising out of the Employee Retirement Income Security Act of 1974; liability for any Claim based upon a COVERED PARTY's failure to comply with any law concerning workers' compensation, unemployment insurance, social security or disability benefits;
7. Liability for failure to fund or to pay any principal or interest owed for any retirement, health or welfare benefit provided by a COVERED PARTY whether voluntarily or pursuant to any federal, state or local law, statute or ordinance;
8. Liability arising out of insufficiency of funds to meet obligations under benefit program as defined under "E B Programs"; Liability arising out of failure of any benefit program as defined under "E B Programs"

COVERAGE E – LAND USE PRACTICES – LIABILITY MOC SECTIONS 9 & 14

Legal liability which a COVERED PARTY shall become obligated to pay by reason of liability imposed by law because of a covered Claim, including Property Damage or diminution of property value, arising out of, or based upon, land use regulation, interim takings, takings, down zoning, zoning, general planning regulations, easements, nuisance, or annexation, including deprivation of constitutional or civil rights related thereto, caused by an Occurrence during the COVERAGE PERIOD.

EXCLUSIONS:

1. All Section 9 General Exclusions listed above
2. Liability for a Claim arising out of or in connection with principles of eminent domain, mandamus to compel eminent domain, pre-condemnation activities, condemnation proceedings, or inverse condemnation regardless of whether such Claims are made directly against a COVERED PARTY or by virtue of any agreement entered into, by or on behalf of the COVERED PARTY.
3. Liability for a Claim as a result of subsidence. "Subsidence", with respect to Coverage E means any earth movement, including settling, expansion, earth sinking, earth rising or shifting, slipping, falling away, tilting, caving in, eroding, mud flows and any other movement of land or earth. This EXCLUSION does not apply to Property Damage arising out of subsidence proximately caused by the negligent act or omission of a COVERED PARTY.
4. Liability, including all Damages, directly or indirectly arising out of or related to the liability of COVERED PARTY involved in or acting as Contractors for Residential Construction.

COVERAGE – DEFENSE OF NON-MONETARY CLAIMS FOR OPEN MEETING AND PUBLIC DOCUMENTS – LIABILITY MOC SECTIONS 9 & 15

EXCLUSION:

1. All Section 9 General Exclusions listed above
2. Costs related to the research, procurement or reproduction of information which is determined to have been wrongfully withheld;
3. Suits or Claims that contain demands for monetary damages; or
4. Any award of monetary damages, attorneys' fees or costs to a prevailing plaintiff or claimant.

COVERAGE G – NO FAULT SEWER BACKUP WATER MAIN BREAKS – SECTION 16

MMIA agrees to pay up to a total of the Limit of Liability applicable to this Section 16 Occurrence in Property Damage to each claimant for property damage incurred as a result of a Sewer Backup (Refer to 8.32 in MOC) or Water Main Break (Refer to 8.34 on MOC) as determined by the actual cash value of property owned by claimant.

CONDITIONS – SECTION 17

1. Payment of assessments and cancellation for non-payment
2. Timely reporting of claims and cooperation with MMIA--inspection of Property and Operations
3. Bankruptcy or insolvency does not relieve MMIA of obligations
4. Opportunity to remedy breach granted to COVERED PARTY
5. MMIA has sole discretion in assignment of legal counsel
6. Authority recommends settlement and COVERED PARTY does not agree--limits are reduced
7. Dispute Resolution process for coverage determinations



We Are you.

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