

BOARD OF COUNTY COMMISSIONERS OF
HINSDALE COUNTY, COLORADO

RESOLUTION 2
Series 2017

A RESOLUTION ADOPTING THE HINSDALE COUNTY FILMING POLICY

WHEREAS, pursuant to C.R.S. § 30-11-107(1)(a), among other bases of authority, the Board of County Commissioners of Hinsdale County, Colorado ("Board") has the authority "[t]o make such orders concerning the property belonging to the county as it deems expedient;" and

WHEREAS, the Board desires to adopt the attached Hinsdale County Filming Policy to provide order, rules and regulations for the production of films, commercials, television episodes and any other filming endeavor that may occur on Hinsdale County owned property; and

WHEREAS, the adoption of this Resolution and the attached Filming Policy is in furtherance of the public health, safety and welfare of Hinsdale County, Colorado.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Hinsdale County hereby adopts the Hinsdale County Filming Policy, attached hereto and incorporated herein by this reference.

INTRODUCED by Commissioner Cindy Dozier, seconded
by Commissioner Stan Whinnery and passed this 1st day of
March, 2017.

BOARD OF COUNTY COMMISSIONERS
OF HINSDALE COUNTY, COLORADO

By: [Signature]
Stan Whinnery, Chairman

ATTEST:

[Signature]
Hinsdale County Clerk



HINSDALE COUNTY FILMING POLICY

Any person or entity that seeks to produce a film of any kind, including but not limited to, commercials, movies, and television programs ("Film Producer"), on the property of Hinsdale County shall be subject to the following orders, rules, and regulations:

1. **Permission.**

a. Prior to commencing the production of a film on property owned by Hinsdale County, the Film Producer must first receive authorization from the Board of County Commissioners of Hinsdale County, Colorado ("Board").

b. Before the Board may authorize the production of a film on Hinsdale County property, the Film Producer must:

i. Execute a contract provided by Hinsdale County pertaining to the film production, which contract shall include a provision whereby the Film Producer indemnifies and holds harmless Hinsdale County and Hinsdale County's elected officials, employees, agents, attorneys, and personal representatives from any and all liabilities and claims pertaining to the Film Producer's activities on Hinsdale County owned property; and

ii. Provide a general liability insurance policy that shall insure against damage to persons and property with liability coverage per occurrence of \$1,000,000.

iii. Provide any other insurance policies that Hinsdale County may require at Hinsdale County's sole discretion.

iv. Hinsdale County shall be named as an additional insured under all such insurance policies.

c. Authorization of a film production on Hinsdale County owned property is at the sole discretion of the Board and is it to occur on a case by case basis.

2. **Costs.** The Film Producer shall be responsible for all costs incurred by Hinsdale County due to the production of the film, including but not limited, all legal fees and legal costs incurred by Hinsdale County and costs incurred by the Hinsdale County Sheriff's Office to ensure the public's safety and welfare during the film production process. Any costs incurred by the Hinsdale County Sheriff's Office shall be at the sole discretion of the Hinsdale County Sheriff, but such costs shall be in furtherance of the public's safety and welfare as it applies to the production of the film. The Board may require any additional costs and fees of the Film Producer as it deems expedient in the Board's sole discretion.

3. **Film Producer's Property.** The Film Producer has full responsibility for its property used in the production of the film. Hinsdale County, which shall include Hinsdale County's elected officials, employees, agents, attorneys, and personal representatives, shall have no responsibility or liability for the destruction or theft of any property owned or used by the Film Producer. The Film Producer shall not use or leave any personal property on the property of Hinsdale County, except during such times as the film production is occurring.

4. **Damage and Indemnification.** The Film Producer shall be liable for any and all damage to persons or property that occurs as a result of the Film Producer's use of Hinsdale County owned

property. The Film Producer shall indemnify Hinsdale County and Hinsdale County's elected officials, employees, agents, attorneys, and personal representatives for any and all legal claims and actions, including Hinsdale County's attorney's fees and costs, that may arise due to the Film Producer's use of property owned by Hinsdale County.

5. **Use of Images.** The Film Producer may use film or other photographs taken on Hinsdale County owned property in print media, on a website, or in other promotional materials without further authorization from Hinsdale County. However, this authorization does not include permission to use an image or rendition of Hinsdale County owned property for a trademark of service mark.

6. **Interviews.** The Film Producer may not record or film interviews with Hinsdale County elected officials, employees, agents, attorneys, or personal representatives, unless the Film Producer first receives formal authorization from the Board and the person to be interviewed.

7. **Duration of Filming.** The duration, or amount of time, that the Film Producer may use Hinsdale County owned property is at the sole discretion of the Board.

8. **Termination.** The Board may terminate the Film Producer's use of Hinsdale County owned property at any time at the sole discretion of the Board.

9. **Governmental Immunity.** Nothing in this Policy is, or shall be construed to be a waiver, in whole or in part, by Hinsdale County of the governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

10. **Waiver.** Waiver of any breach of a term, provision, or requirement of this Policy or the agreement entered into between Hinsdale County and the Film Producer, or any right or remedy under either, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

END OF POLICY