

AGENDA

Utah Counties Indemnity Pool Board of Directors Meeting

Thursday, December 21, 2023 12:00 p.m.

Home2Suites, 4927 S. State St, Murray UT

12:00	Open Meeting	Bruce Adams
	Recess for Public Hearing on the UCIP 2024 Budget	Bruce Adams
	Reconvene	Bruce Adams
ITEM	ACTION	
1.	Review/Excuse Board Members Absent	Bruce Adams
2.	Ratify 2024 Contributions	Sonya White
3.	Review/Approve 2024 Liability Reinsurance Renewal/Aggregate/SIR	Johnnie Miller
4.	Review/Approve 2024 Crime Renewal	Sonya White
5.	Review/Approve Workers Compensation Renewal	Sonya White
6.	Review/Approve 2024 LocalGovU Renewal	Johnnie Miller
7.	Review/Approve 2024 Microniche Contract	Johnnie Miller
8.	Review/Approve 2024 TCNS Contract	Johnnie Miller
9.	Review/Approve Defense Panel Rates	Johnnie Miller
10.	Review/Approve Audit Services Engagement Letter—Audit Committee	Mike Wilkins
11.	Review/Approve Actuarial Services Engagement Letter—Audit Committee	Mike Wilkins
12.	Set Date and Time for Closed Meeting to Discuss the Lease of Real Property	Bruce Adams
13.	Action on Lease of Real Property	Bruce Adams
14.	Review/Approve 2024 Final Budget	Sonya White
15.	Review/Approve October 25, 2023 Meeting Minutes	Bruce Adams
16.	Ratification/Approval of Payments and Credit Card Transactions	Mike Wilkins
17.	Review/Approve Credit Card and Limit for the Executive Administrative Specialist	Johnnie Miller
18.	Review/Appoint Board Position—Chair of the Litigation Management Committee	Bruce Adams
19.	Elect Officers of the Board	Bruce Adams
20.	Review/Approve Coverage Addendum Amendments	Johnnie Miller
21.	Review/Approve IT and Computer Security Policy Amendments	Sonya White
22.	Review/Approve Board Meeting Rules of Order and Procedure Policy Amendments	Johnnie Miller
23.	Review/Approve County/County Related Entity Membership	Stan Summers
24.	Set Date, Time and Place of Regular Meetings for 2024	Aly Michale
25.	Set Date and Time for Closed Meeting to Discuss Character, Professional Competence, Physical/Mental Health of an Individual	Bruce Adams
26.	Action on Personnel Matters	Craig Blake
27.	Set Date and Time for Closed Meeting to Discuss Pending or Reasonably Imminent Litigation	Bruce Adams
28.	Action on Litigation Matters	Christopher Crockett
	INFORMATION	
29.	Chief Executive Officer's Report	Johnnie Miller
30.	Other Reports	Bruce Adams

UTAH COUNTIES INDEMNITY POOL

5397 S Vine St Murray UT 84107-6757, 801-565-8500, ucip.utah.gov

**BOARD OF DIRECTORS
MEETING MINUTES**

Date and Time

December 21, 2023, 12:00 p.m.

Location

Home2 Suites by Hilton, 4927 S State St, Murray, Utah

Directors Present

Bruce Adams, *President*, San Juan County Commissioner
William Cox, *Vice President*, Rich County Commissioner
Michael Wilkins, *Secretary/Treasurer*, Uintah County Clerk/Auditor
Craig Blake, Sevier County Human Resource Director
Christopher Crockett, Weber County Deputy Attorney
Gage Froerer, Weber County Commissioner
Greg Miles, Duchesne County Commissioner
Kelly Sparks, Davis County Sheriff
Bob Stevenson, Davis County Commissioner
Stan Summers, Box Elder County Commissioner
David Tebbs, Garfield County Commissioner

Directors Absent

Victor Iverson, Washington County Commissioner
Sim Weston, Rich County Commissioner

Officers and Staff Present

Johnnie Miller, UCIP Chief Executive Officer
Sonya White, UCIP Chief Financial Officer
Aly Michale, UCIP Executive Administrative Specialist

Call to Order

Bruce Adams called the meeting of the Utah Counties Indemnity Pool's Board of Directors to order at 12:05 p.m. on December 21, 2023. Adams welcomed attendees.

Recess for Public Hearing on the UCIP 2024 Budget

Bruce Adams recessed the meeting at 12:06 p.m. on December 21, 2023 for a scheduled Public Hearing to review the Utah Counties Indemnity Pool's 2024 budget (see attachment number one). Board Members present at and participating in the Public Hearing: Bruce Adams, William Cox, Michael Wilkins, Craig Blake, Christopher Crockett, Gage Froerer, Greg Miles, Kelly Sparks, Bob Stevenson, Stan Summers and David Tebbs. Others present and participating were Johnnie Miller, Sonya White and Aly Michale. No one from the public was present for input on the 2024 budget. Bruce Adams closed the public hearing and reconvened the Board of Directors meeting at 12:08 p.m. on December 21, 2024.

Review/Excuse Board Members Absent

William Cox made a motion to excuse Victor Iverson and Sim Weston from this meeting. Bob Stevenson seconded the motion, which passed unanimously.

Ratify 2024 Contributions

The 2024 member contributions were previously sent to the Board for review (see attachment number two). Sonya White reported that final contribution invoices have already been sent to members as they are due by January 1, 2024. On December 21, 2023, Washington County reported that they are dissolving the Washington County Interlocal Agency (WICA), and the exposures will be added to Washington County. Numbers have been adjusted, raising Washington County's contribution by \$9,200. Emery Emergency Medical Services District has submitted a membership application, if approved, their contribution would be \$8,220. With both additional contributions and the deletion of \$8,700 for WICA, the total contribution will be \$10,548,979. Greg Miles made a motion to ratify the 2024 member contributions from \$10,535,983 to \$10,548,979. Gage Froerer seconded the motion, which passed unanimously.

Review/Approve 2024 Liability Reinsurance Renewal/Aggregate/SIR

County Reinsurance Limited's (CRL) liability reinsurance renewal quote was previously sent to the Board for review (see attachment number three). Johnnie Miller reported liability reinsurance renews January 1, 2024. The total premium for 2024 liability reinsurance is \$2,110,414 for an SIR (self-insured retention) of \$350,000, with limits of \$5,000,000 per occurrence for auto liability, \$10,000,000 per occurrence for general liability, with no annual aggregate. Public officials and law enforcement claims would have an annual aggregate of \$15,000,000. Bob Stevenson made a motion to renew the liability reinsurance with CRL as presented. Kelly Sparks seconded the motion, which passed unanimously.

Review/Approve 2024 Crime Renewal

Sonya White provided the Board with the 2024 Crime coverage renewal (see attachment number four). The combined total for both crime and excess crime coverage is \$68,972.00 for a ten-million-dollar limit. This premium is a five percent increase from the prior year. Gage Froerer made a motion to approve the 2024 Crime coverage renewal. William Cox seconded the motion, which passed unanimously.

Review/Approve Workers Compensation Renewal

Sonya White reported that UCIP's joint purchase program for workers compensation coverage, through WCF Insurance, is renewing at a premium of \$2,350,211 (see attachment number five). Members have already been invoiced. WICA's premium will be billed to Washington County after the workers compensation audit. White informed the Board that, if approved, the Emery Emergency Medical Services District premium would be an additional \$9,300, for a total WCF premium of \$2,359,507. Stan Summers made a motion to ratify the Workers Compensation 2024 program's premium in the amount of \$2,359,507. Greg Miles seconded the motion, which passed unanimously.

Review/Approve LocalGovU Renewal

Johnnie Miller reported that UCIP has not yet been invoiced for the 2024 renewal of UCIP's on-line training program, LocalGovU. However the annual fee for system access has always been \$5,000 and is expected not to increase in 2024. UCIP initially purchased 5,000 courses, which roll over each year if not used. Craig Blake made a motion to approve the renewal of LocalGovU on-line training program at \$5,000. Kelly Sparks seconded the motion, which passed unanimously.

Review/Approve 2024 MicroNiche Contract

MicroNiche, the company replacing the current claims system, Claim Zone, is in the process of matching reports with the old system's data. UCIP shall likely have access to the current system while ensuring data has been loaded to the new system accurately. Miller has created a sample contract using Claim Zone's current contract (see attachment number six), which he has sent to

MicroNiche and is awaiting it to be signed and returned. Stan Summers made a motion authorizing UCIP to enter into an agreement with MicroNiche, as presented to the Board. William Cox seconded the motion, which passed unanimously.

Review/Approve 2024 TCNS Contract

TCNS is the company UCIP uses for IT support and services. UCIP has always been billed hourly without a contract. To fulfill requirements of the IT and Computer Security Policy, Johnnie Miller has created a Cybersecurity Support Contract, which was previously sent to the Board for review (see attachment number seven). Craig Blake made a motion to approve the 2024 TCNS contract as presented. Greg Miles seconded the motion, which passed unanimously.

Review/Approve Defense Panel Rates

UCIP defense panel reimbursement rates were previously sent to the Board for review (see attachment number eight). Johnnie Miller recommended that a rate schedule for UCIP's defense panel be established and adopted by the Board. Miller recommended for all attorneys specifically approved on the defense panel list a rate of \$200 per hour, assisting attorneys a rate of \$190 an hour and paralegals \$125 an hour. Greg Miles asked if an adjustment of these rates would be made annually. Miller responded that the rates will be evaluated each year. Christopher Crockett made a motion to approve the defense panel rates as presented. Stan Summers seconded the motion, which passed unanimously.

Review/Approve Audit Services Engagement Letter – Audit Committee

The audit services engagement letter and audit plan from Larson & Company Certified Public Accounts was previously sent to the Board for review (see attachment number nine). The Audit Committee met with the independent auditors to review the objectives and expectations of the 2023 financial audit of the Pool. Michael Wilkins made a motion to approve the audit engagement letter with the fee of \$23,900 for the audit of the 2023 fiscal year. Gage Froerer seconded the motion, which passed unanimously.

Review/Approve Actuarial Services Engagement Letter – Audit Committee

The actuarial services engagement letter was previously sent to the Board for review (see attachment number 10). Michael Wilkins made a motion to approve the actuarial contract with By the Numbers Actuarial Consultants (BYNAC) for a fee of \$7,500 for the reserve analysis and \$8,000 for the contribution indications. William Cox seconded the motion, which passed unanimously.

Set Date and Time for Closed Meeting to Discuss the Lease of Real Property

Bob Stevenson made a motion to set the date and time of a Closed Session to Discuss the Lease of Real Property for December 21, 2023 at 12:50 p.m. William Cox seconded the motion, which passed unanimously. Board Members attending the closed meeting: Bruce Adams, William Cox, Michael Wilkins, Craig Blake, Christopher Crockett, Gage Froerer, Greg Miles, Kelly Sparks, Bob Stevenson, Stan Summers and David Tebbs. Officers and staff member present were Johnnie Miller, Sonya White and Aly Michale. The regular scheduled meeting resumed on December 21, 2023 at 2:25 p.m.

Action on Lease of Real Property

Greg Miles made a motion to strike agenda item: *Action on Lease of Real Property*. Stan Summers seconded the motion, which passed unanimously.

Review/Approve 2024 Final Budget

Sonya White presented to the Board the 2024 Budget (see attachment number 11). White reported that the contribution amount will be updated to incorporate the additional member. An increase to the Loss and Loss Adjustment expenses is recommended to accommodate the additional SIR. Currently, UCIP is at 91% of budget in 2023. White pointed out that the Personnel item may go over by about \$5,000 to \$6,000 due to an underestimate on accrued payout for Korby Siggard's

retirement and payout of accrued sick and vacation maximum for Johnnie Miller and Sonya White. Michael Wilkins made a motion to approve the 2024 final budget as presented. David Tebbs seconded the motion, which passed unanimously.

Review/Approve October 25, 2023 Meeting Minutes

The draft minutes of the Board of Director's meetings held on October 25, 2023 were previously sent to the Board Members for review (see attachment number 12). Gage Froerer made a motion to approve the October 25, 2023 minutes as written. Craig Blake seconded the motion, which passed unanimously.

Ratification/Approval of Payments and Credit Card Transactions

Michael Wilkins reported that he has reviewed the payments made and credit card transactions of the Pool as of December 21, 2023 (see attachment number 13). Michael Wilkins made a motion to approve the payments and credit card transactions as presented. Greg Miles seconded the motion, which passed unanimously.

Review/Approve Credit Card and Limit for the Executive Administrative Specialist

Sonya White reported to the Board that currently Johnnie Miller and White have approved business credit cards in their names with a limit \$15,000. In preparation of White's retirement, it is recommended to cancel White's card and issue a new card for Aly Michale. Stan Summers made a motion to approve a credit card in Michale's name with a limit of \$15,000. Michael Wilkins seconded the motion, which passed unanimously.

Review/Appoint Board Position – Chair of the Litigation Management Committee

Christopher Crockett's term as Chair of the Litigation Management Committee ends December 31, 2023. Johnnie Miller informed the Board that Bylaws state that UCIP staff will contact the County Attorney's Association for additional names for the appointment of the Chair of the Litigation Management Committee. The Attorney's Association responded that Crockett should continue to represent the Association and provided no additional names. William Cox made a motion to appoint Christopher Crockett, Weber County Chief Civil Deputy, as the Chair of the Litigation Management Committee Board position for the term 2024 through 2027. Gage Froerer seconded the motion, which passed unanimously.

Elect Officers of the Board

Bob Stevenson made a motion to re-elect Bruce Adams, San Juan County Commissioner, as president of the UCIP Board of Directors. Gage Froerer seconded the motion, which passed unanimously. Bob Stevenson made a motion to re-elect William Cox, Rich County Commissioner, as Vice President of the UCIP Board of Directors. Gage Froerer seconded the motion, which passed unanimously. Bob Stevenson made a motion to re-elect Michael Wilkins, Uintah County Clerk/Auditor, as the Secretary/Treasurer of the UCIP Board of Directors. Gage Froerer seconded the motion, which passed unanimously.

Review/Approve Coverage Addendum Amendments

Amendments to the Coverage Addendum were previously sent to the Board for review (see attachment number 14). Johnnie Miller reviewed changes to include annual aggregates and additional language regarding back pay. Stan Summers made a motion to approve the Coverage Addendum Amendments as presented. William Cox seconded the motion, which passed unanimously.

Review/Approve IT and Computer Security Policy Amendments

Amendments to the IT and Computer Security Policy were previously sent to the Board to review (see attachment number 15). Sonya White explained that content filtering has been added to definitions. Michael Wilkins made a motion to approve the IT and Computer Security Policy amendments as presented. Greg Miles seconded the motion, which passed unanimously.

Review/Approve Board Meeting Rules of Order and Procedure Policy Amendments

Johnnie Miller explained that he has worked with county attorneys to create a sample Rules of Order and Procedure Policy for interlocal agencies. Amendments to the Board Meeting Rules of Order and Procedure Policy were previously sent to the Board for review (see attachment number 16). Miller reviewed the amendments with the Board that include statutory requirements as well as incorporating the Electronic Meeting Policy language so that this separate policy is no longer necessary. Miller informed the Board that he drafted this policy to include that the public may be allowed to speak at a meeting, however, it is at the Chair's discretion whether to allow members of the public to speak on specific items on the agenda. Christopher Crockett made a motion to approve the Board Meeting Rules of Order and Procedure Policy as presented. Craig Blake seconded the motion, which passed unanimously.

Review/Approve County/County Related Entity Membership

A UCIP Membership Application Summary, for Emery Emergency Medical Special Service District, was previously sent to the Board for review (see attachment number 17). A meeting of the Membership Approval Committee took place on December 13, 2023, to review the membership application summary. Miller provided information regarding the entity's history. Greg Miles made a motion to approve the membership of the Emery Emergency Medical Special Service District, effective January 1, 2024. Craig Blake seconded the motion, which passed unanimously.

Set Date, Time and Place of Regular Meetings for 2024

Aly Michale provided the Board with the 2024 Annual Meeting schedule of the UCIP Board of Directors (see attachment number 18). It is proposed that the Board will continue to meet the third Thursday of every even numbered month. Craig Blake made a motion to approve the regular meeting schedule as presented. Michael Wilkins seconded the motion, which passed unanimously.

Set Date and Time for Closed Meeting

Craig Blake made a motion to strike agenda item: *Set Date and Time for a Closed Meeting to Discuss Character, Professional Competence, Physical/Mental Health of an Individual*. Michael Wilkins seconded the motion, which passed unanimously.

Action on Personnel Matters

Craig Blake made a motion to strike agenda item: *Action on Personnel Matters*. Michael Wilkins seconded the motion, which passed unanimously.

Set Date and Time for Closed Meeting

Christopher Crockett made a motion to strike agenda item: *Set Date and Time for a Closed Meeting to Discuss Pending or Reasonably Imminent Litigation*. William Cox seconded the motion, which passed unanimously.

Action on Litigation Matters

Christopher Crockett made a motion to strike agenda item: *Action on Litigation Matters*. William Cox seconded the motion, which passed unanimously.

Chief Executive Officer's Report

Johnnie Miller reported that staff has spent time working on the new claims system, the Cyber Security Policy and putting the new internet service into place.

Miller reported that the UAC Conference and Annual Meeting of the Members went very well with positive response from the members, who enjoyed meeting with the Board and staff.

Miller attended the Sheriff's Association Meeting and has been working with the Association and Salt Lake County's Correctional Facility to develop standards for the sheriffs to base policies and procedures in correctional facilities. Miller also reported that the Department of Corrections has their own standards for state inmates, they are currently seeking a new software system to make

their standards available to all jails. Miller will continue to work with the Sheriff's Association and Frank Mylar, UCIP's law enforcement attorney, to assist in updating the standards.

Miller has been working on legislative issues with the State Risk Manager and sheriffs on a bill requiring armed guardians in schools. Miller is also working with UAC on other risk related issues. There is a bill involving commissions hiring attorneys for advice outside of the county attorney's office.

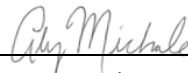
Miller reported that he feels comfortable with the new staff moving forward at UCIP after the coming retirement of long-term staff members who have helped train them.

Other Reports

The next meeting of the Board of Directors will be held Thursday, February 15, 2024, at 12:30 p.m., at the UAC/UCIP offices, 5397 South Vine Street, Murray, UT.

Bruce Adams adjourned the Utah Counties Indemnity Pool Board of Directors Meeting at 1:28 pm. on December 21, 2023.

Prepared by:



Aly Michale, UCIP Executive Administrative Specialist

Submitted on this 15 day of February 2024



Michael W Wilkins, Secretary/Treasurer

Approved on this _____ day of _____ 2024



Bruce Adams, President

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General Information

Government Type:

Interlocal

Entity:

Utah Counties Indemnity Pool

Public Body:

Board of Directors

Notice Information

Emergency Notice:

No

Notice Title:

Board Meeting

Notice Subject:

Administrative Services

Notice Type(s):

Notice, Meeting, Hearing

Event Start Date & Time:

December 21, 2023 12:00 PM

Event End Date & Time:

December 21, 2023 03:00 PM

Description/Agenda:

Open Meeting

Recess for Public Hearing on the UCIP 2024 Budget

Reconvene

Review/Excuse Board Members Absent

Ratify 2024 Contributions

Review/Approve 2024 Liability Reinsurance Renewal/Aggregate/SIR

Review/Approve 2024 Crime Renewal

Review/Approve Workers Compensation Renewal

Review/Approve 2024 LocalGovU Renewal

Review/Approve 2024 Microniche Contract

Review/Approve 2024 TCNS Contract

Review/Approve Defense Panel Rates

Review/Approve Audit Services Engagement Letter-Audit Committee

Review/Approve Actuarial Services Engagement Letter-Audit Committee

Set Date and Time for Closed Meeting to Discuss the Lease of Real Property

Action on Lease of Real Property

Review/Approve 2024 Final Budget

Review/Approve October 25, 2023 Meeting Minutes

Ratification/Approval of Payments and Credit Card Transactions

Review/Approve Credit Card and Limit for the Executive Administrative Specialist

Review/Appoint Board Position-Chair of the Litigation Management Committee

Elect Officers of the Board

Review/Approve Coverage Addendum Amendments

Review/Approve IT and Computer Security Policy Amendments

Review/Approve Board Meeting Rules of Order and Procedure Policy Amendments

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Physical/Mental Health of an Individual
Action on Personnel Matters
Set Date and Time for Closed Meeting to Discuss Pending or Reasonably Imminent
Litigation
Action on Litigation Matters

Chief Executive Officer's Report
Other Reports

Notice of Special Accommodations (ADA):

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Aly Michale at the Utah Counties Indemnity Pool, 5397 S Vine St, Murray, UT 84107-6757, or call 801-565-8500, at least three days prior to the meeting.

Notice of Electronic or Telephone Participation:

Electronic or Telephone Participation will not be available for the meeting.

Send copy of notice to:

amichale@ucip.utah.gov,legals@sltrib.com

Meeting Information

Street Address:

4927 S. State Street

City:

Murray

ZIP Code:

84107

Download Attachments

File Name	Category	Date Added
Agenda.pdf	Other	2023/12/12 12:10 PM

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Subject: Order modified confirmation.
Date: Wednesday, December 6, 2023 at 10:25:04 AM Mountain Standard Time
From: orderconfirmation@sltrib.com
To: sonya@ucip.utah.gov
CC: rstegman@sltrib.com
Attachments: SLT00254150-20231206102440.jpeg, SLT00254150.jpeg

THANK YOU for your business.

This is your confirmation that your order has been changed. Below are the details of your transaction. Please save this confirmation for your records.

Job Details

Order Number: **SLT0025415**
Classification: **Public Meeting/Hearing Notices**
Package: **Legals**
Order Cost: **\$19.40**
Referral Code: **Danielle Davis**

Account Details

SONYA WHITE
5397 S VINE ST
SALT LAKE CITY, UT 84107
801-307-2113
sonya@ucip.utah.gov
UTAH COUNTIES INDEMNITY
POOL

Schedule for ad number SLT00254150

Sat Dec 9, 2023

The Salt Lake Tribune E- All Zones

Edition

Sun Dec 10, 2023

The Salt Lake Tribune All Zones

Legals

NOTICE OF PUBLIC HEARING

The Utah Counties Indemnity Pool Board of Directors has scheduled a Public Hearing to consider adoption of the tentative 2024 budget at 12:00 p.m. on December 21 at 4927 S State St, Murray, UT.
SLT0025415

UTAH COUNTIES INDEMNITY POOL BUDGET

	Audited 2022	Revised Approved 2023	Tentative 2024
Revenue			
Contributions	7,930,441	\$ 9,061,299	\$ 10,415,494
Investments	307,703	700,000	
Other	63,236		
Total Income	8,301,380	9,761,299	10,415,494
Underwriting Expense			
Losses and Loss Adjustments	1,659,690	3,935,000	4,450,000
Reinsurance	2,518,914	4,345,000	4,174,091
Total Underwriting Expenses	4,178,604	8,280,000	8,624,091
Administration Expense			
Directors	31,059	55,000	55,000
Depreciation	487	3,000	1,000
Risk Management	49,899	80,000	80,000
Public Relations	28,996	45,000	45,000
Office	103,399	120,000	120,000
Financial/Professional	102,537	125,000	135,000
Personnel	674,802	1,010,000	900,000
Total Administrative Expenses	991,179	1,438,000	1,336,000
Total Operating Expense	5,169,783	9,718,000	9,960,091
Net Asset Management Fund	\$ 3,131,597	\$ 43,299	\$ 455,403
Other Income (Expenses)			
Change in Fair Value Investments	(67,138)		
Change in Fair Value Equity	(1,078,769)		
Total Other Expenses	(1,145,907)		
Change in Net Position	1,985,690		

Utah Counties Indemnity Pool
Sonya White, Chief Financial Officer
5397 S Vine Murray, UT 84107-6757
sonya@ucip.utah.gov
801.307.2113

UTAH COUNTIES INDEMNITY POOL**2024
Contribution**

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Beaver	251,678
Box Elder	559,351
Daggett	72,169
Davis	1,513,743
Duchesne	408,272
Emery	299,728
Garfield	215,613
Iron	517,891
Juab	224,638
Kane	276,960
Millard	398,944
Morgan	121,825
Piute	44,646
Rich	70,596
San Juan	346,638
Sanpete	269,546
Sevier	341,401
Uintah	614,108
Wasatch	509,821
Washington	905,914
Wayne	72,495
Weber	1,697,741

UTAH COUNTIES INDEMNITY POOL**2024
Contribution**

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Beaver County Municipal Building Authority	57,159
Box Elder Redevelopment Agency	3,363
Box Elder Special Service District	3,933
Canyon Land Improvement District	1,876
Cedar Mountain Fire Protection District	22,879
Central Utah Public Health Department	43,770
Daggett County Redevelopment Agency	1,917
Duchesne County Municipal Building Authority	1,878
Duchesne/Wasatch Bluebench Landfill Special Service District	10,488
Emery County Municipal Building Authority	2,300
Five County Association of Governments	44,365
Grand County Emergency Medical Services Special Service District	20,757
Iron Special Service District #1	21,078
Iron Special Service District #3	1,868
Juab Special Service District #2	1,884
Juab Special Service Fire District	40,814
Kane County Municipal Building Authority	1,956
Kane County Recreation & Transportation Special Service District	1,876
Multi-County Appraisal Trust	2,189
Panguitch Lake Fire Protection District	2,829
Piute County Municipal Building Authority	1,863
Piute Special Service District #1	1,884
San Juan Spanish Valley Special Service District	4,580
San Juan Transportation Special Service District	2,901
Sanpete County Municipal Building Authority	1,858
San Rafael Special Service District	2,818
Seven County Infrastructure Coalition	5,038
Sevier County Municipal Building Authority	1,888
Southeastern Utah District Health Department	34,911
Southwest Utah Public Health Department	59,473
Taylor West Weber Park District	2,831
TriCounty Health Department	32,235
Uintah County Municipal Building Authority	1,923
Utah Counties Indemnity Pool	3,411
Wasatch Health Department	13,243
Wasatch County Parks & Recreation Special Service District #21	31,415
Wasatch County Solid Waste Disposal District	31,825
Wasatch County Special Service Area #1	1,966
Wasatch County Special Service District #9	1,911
Washington County Municipal Building Authority	1,881
Washington County St George Interlocal Agency	87,405
Wayne County Municipal Building Authority	2,053
Wayne County Special Service District #1	1,872
Wayne County Special Service District #3	13,845
Wayne County Water Conservancy District	1,858
Weber County Municipal Building Authority	1,856
Weber Human Services	92,449
Weber-Morgan Health Department	71,893

TOTAL: 10,535,983

County Reinsurance, Limited

Liability Reinsurance Renewal Summary

Reinsurance Structure

Ceding Entity:	Utah Counties Indemnity Pool
Coverage Period:	Inception Date: 1/1/2024 Expiration Date: 1/1/2025
Ceding Entity's Retention:	\$350,000 per occurrence, regardless of the number of current members involved \$250,000 per occurrence (Cyber)
Reinsurance Limit:	Difference between the Ceding Entity's Retention and up to \$5,000,000; Difference between the Ceding Entity's Retention and up to \$2,000,000 (Cyber) Current member aggregate limit applies to POL and LEL and shall not exceed 3x the per occurrence limit
Method:	Expenses outside the limit of liability, but capped at \$1,000,000 Deductibles outside of the retention
Cyber:	\$10M Ceding Entity aggregate Expenses inside the limit of liability

Premium & Coverage Summary

Total Premium:	\$2,110,414
Liability:	\$1,869,101
3X Aggregate for POL/LEL:	\$63,045
Additional Defense:	\$88,073
Terrorism Liability:	\$19,769
Clash Coverage:	\$47,138
Cyber Liability:	\$23,287
Contractual Excess Limits:	\$0

Certificate Summary

Certificate Version:	CRL Liability Certificate - Approved 12-21-17
Endorsements:	Schedule of Members and Limits Dam Exclusion (7-01-17) Communicable Disease Exclusion (7-01-20) Current Member Audit (7-01-23)

Premium Summary

The estimated program cost for the options are outlined in the following table:

Line of Coverage		Expiring	Renewal Option
		National Union Fire Insurance Company Of Pittsburgh, PA.	National Union Fire Insurance Company Of Pittsburgh, PA.
Crime	Premium	\$29,657.00	\$30,316.00
	Estimated Cost*	\$29,657.00	\$30,316.00
	Change (\$)	\$659.00	
	Change (%)	2.17%+	
		Great American Insurance Company	Great American Insurance Company
Excess Crime	Premium	\$37,898.00	\$38,656.00
	Estimated Cost*	\$37,898.00	\$38,656.00
	Change (\$)	\$758.00	
	Change (%)	1.96%+	
Total Cost		\$67,555	\$68,972.00

*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of Coverage: Crime, Excess Crime, Bond, Airport Liability, Aviation General Liability.

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Named Insured

Named Insured	Crime	Excess Crime
Utah Counties Indemnity Pool	X	X

Note: Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.



Payment Processing Center
P.O. Box 26488
Salt Lake City, UT 84126-0488

(800) 446-2667 or (385) 351-8030
Fax (385) 351-8111
finance@wcf.com

Utah Counties Indemnity Pool
5397 S Vine St
Murray, UT 84107-6757

PROPOSAL NUMBER
4053120-1737968

INVOICE PRINTED
10/25/2023

INVOICE NUMBER
X819092

DUE DATE
01/01/2024

DESCRIPTION	AMOUNT
Down Payment	\$2,350,211.00

Payment in the amount of \$2,350,211.00 is due before 01/01/2024.

For billing inquiries, please call our Accounting Department at (385) 351-8030 or toll free at (800) 446-2667 ext. 8030

WCF Mutual, WCF National, and WCF Select Insurance Companies - wcf.com/about-us

Account Number: 22019
Invoice Number: X819092
Amount Due: \$2,350,211.00
Due Date: 01/01/2024

Utah Counties Indemnity Pool
5397 S Vine St
Murray, UT 84107-6757

Preferred Payment Option:
Pay online at wcf.com/finance-center/
Alternate payment option:
Check is enclosed (\$20 service charge for returned items.)
Detach coupon and return with your remittance to above address.
Make check payable to:
WCF Mutual Insurance Company

S13DDdfID00fInDcIE00EEDnD5SIIE3SEcIE3clS3E3005

INSTALLMENT SUMMARY**INSURED:**

Utah Counties Indemnity Pool
 5397 S Vine St
 Murray, UT 84107-6757

Company	Proposal No	Estimated Premium	Est. Surcharges & Assessments	Total Due
WCF Mutual Insurance Company	1637133-1737963	\$87,963.00	\$0.00	\$87,963.00
WCF Mutual Insurance Company	1637104-1737965	\$107,423.00	\$0.00	\$107,423.00
WCF Mutual Insurance Company	1637029-1737967	\$58,328.00	\$0.00	\$58,328.00
WCF Mutual Insurance Company	1637045-1737969	\$25,819.00	\$0.00	\$25,819.00
WCF Mutual Insurance Company	1636961-1737955	\$19,128.00	\$0.00	\$19,128.00
WCF Mutual Insurance Company	1637191-1737957	\$115,511.00	\$0.00	\$115,511.00
WCF Mutual Insurance Company	1809439-1737961	\$68,133.00	\$0.00	\$68,133.00
WCF Mutual Insurance Company	1636916-1737946	\$263,705.00	\$0.00	\$263,705.00
WCF Mutual Insurance Company	4005014-1737948	\$5,505.00	\$0.00	\$5,505.00
WCF Mutual Insurance Company	2440767-1737950	\$965.00	\$0.00	\$965.00
WCF Mutual Insurance Company	4032064-1737952	\$14,978.00	\$0.00	\$14,978.00
WCF Mutual Insurance Company	1638174-1737971	\$46,410.00	\$0.00	\$46,410.00
WCF Mutual Insurance Company	1637117-1737973	\$54,011.00	\$0.00	\$54,011.00
WCF Mutual Insurance Company	4012479-1737975	\$65,350.00	\$0.00	\$65,350.00
WCF Mutual Insurance Company	2053567-1737944	\$600,480.00	\$0.00	\$600,480.00
WCF Mutual Insurance Company	1637032-1737962	\$119,779.00	\$0.00	\$119,779.00
WCF Mutual Insurance Company	2118987-1737964	\$145,019.00	\$0.00	\$145,019.00
WCF Mutual Insurance Company	4053120-1737968	\$37,819.00	\$0.00	\$37,819.00
WCF Mutual Insurance Company	4008989-1737956	\$1,106.00	\$0.00	\$1,106.00
WCF Mutual Insurance Company	1147164-1737958	\$99,598.00	\$0.00	\$99,598.00
WCF Mutual Insurance Company	1636903-1737960	\$59,978.00	\$0.00	\$59,978.00
WCF Mutual Insurance Company	1637074-1737947	\$6,926.00	\$0.00	\$6,926.00

INSTALLMENT SUMMARY

WCF Mutual Insurance Company	4050936-1737949	\$2,298.00	\$0.00	\$2,298.00
WCF Mutual Insurance Company	1637090-1737951	\$11,573.00	\$0.00	\$11,573.00
WCF Mutual Insurance Company	1637247-1737953	\$13,795.00	\$0.00	\$13,795.00
WCF Mutual Insurance Company	1637003-1737970	\$24,237.00	\$0.00	\$24,237.00
WCF Mutual Insurance Company	1637061-1737972	\$36,318.00	\$0.00	\$36,318.00
WCF Mutual Insurance Company	1637234-1737945	\$258,056.00	\$0.00	\$258,056.00

It is agreed that the total amount of \$2,350,211.00 will be paid in installments according to the following schedule:

	Due Date	Amount
DOWN PAYMENT	01/01/2024	\$2,350,211.00

Total \$2,350,211.00

Coverage will be in force at 12:01 a.m. on the effective date on page one of this proposal, providing the down payment has been made or a bind order has been received by the effective date.

Estimated premium and all unpaid installments will be adjusted to reflect the final Experience Modification Factor determined by the Rating Bureau(s) upon receipt of that Experience Modification Factor.

Policies cancelled at the insured's request prior to expiration will be subject to short rate cancellation provisions.

Accepted by: _____ Date: _____
(Signature of Owner, Partner, or Corporate Officer)

Policies cancelled at the insured's request prior to expiration will be subject to short rate cancellation provisions.

MicroNiche Licensing and Services Agreement

This MicroNiche Licensing and Services Agreement (this "Agreement") is entered into between MICRONICHE INC, an Oregon corporation with offices at 1342 High Street, Eugene, OR 97401 ("MICRONICHE"), and the UTAH COUNTIES INDEMNITY POOL, a Utah political subdivision with offices at 5397 S Vine Street, Murray, UT 84107 ("Licensee") effective as of the date of final execution of this agreement below ("Effective Date").

MicroNiche Liability Claims Management System (LCMS) License Fee and Services Pricing

Initial Implementation Services Fees

Project Management – Claims Data Conversion to MicroNiche LCMS	Included
Implementation and Initial Training for Users Up to 10 hours virtual training during initial 90 days	Included
Initial Custom Reports – Medicare Section 111, Claims Loss Reports	Included

Ongoing License & Service Fees

MicroNiche LCMS Annual Support and Upgrades	Included
MicroNiche Liability Claims Management System (LCMS) Licenses	
Two (2) Authorized Concurrent Users	\$300/mo
Additional Concurrent Users Each if Added	\$150/mo

This agreement does not include additional customization of the software. Any customization requested by Licensee will be subject to written addendum to this Agreement.

Subject to the terms and restrictions set forth in the "MicroNiche Licensing and Services Terms and Conditions" attached hereto and incorporated herein, MicroNiche grants and Licensee accepts the license set forth in Section 1 of the "MicroNiche Licensing and Services Terms and Conditions." The parties agree that this Agreement, together with attached "MicroNiche Licensing and Services Terms and Conditions" and all other schedules, exhibits, appendices, addenda and other attachments (each of which is hereby incorporated into and made a part of this Agreement) shall govern the relationship of the parties and have executed this Agreement as of the date first set forth above.

LICENSOR: MICRONICHE Inc.

Licensee: Utah Counties Indemnity Pool

By: _____
Dan Lyman,

By: _____
Johnnie R. Miller, CEO

Date: _____

Date: _____

MicroNiche Inc. Licensing and Services

Terms and Conditions

These terms and conditions are attached to and a part of the MicroNiche Inc. Licensing and Services Agreement made as of the Effective Date between MicroNiche and Licensee (this "Agreement").

- 1) **License to use MicroNiche LCMS.** Subject to the terms and conditions of this Agreement, effective upon the Effective Date, MicroNiche grants Licensee a limited and non-transferable license(s) to use the software identified on the first page of this Agreement (the "Licensed Software") to allow the maximum number of authorized users identified on the first page of this Agreement to concurrently access the Licensed Software. Concurrent use of the Licensed Software by a number of individual users greater than the maximum number of authorized users identified on the first page of this Agreement is specifically excluded from the scope of the license granted herein and constitutes unauthorized use of the Licensed Software.

This license is limited by two factors: 1) Number of concurrent user licenses purchased, and 2) the on-going payment of Annual Fees.

This license is non-transferable unless specifically granted in writing by MicroNiche.

This License is considered perpetual in nature as long as Licensee continues to pay the Annual Fees as described on page one.

Additional user licenses may be acquired and added to this contract at the prices listed on page one of this contract for a period of three years. No additional contracts or agreements are required. User licenses may be acquired in any increment. In the event user licenses are acquired during Support Term (see below), any associated Annual Fees will be pro-rated to the end of the current Support Term.

- 2) **Technical Support and Software Updates.** MicroNiche will provide to Licensee the support services set forth in this Section for successive 12-month periods commencing with the implementation date of the Licensed Software and then each calendar year at the first January 1 following the implementation date (each a "Support Term").

Technical Support includes the following:

- a) Telephone and/or email assistance with basic and intended use of the Licensed Software. Basic use is defined as "how to" questions requiring less than 15 minutes to answer.
- b) Issues caused by errors or other problems in the Licensed Software.
- c) Hardware and/or software issues related to MicroNiche's ASP services, and other issues in the control of MicroNiche or its parent company.

Technical Support *does not include* the following:

- a) Assistance in creating new, or modifying existing reports.

- b) Extended Training on the Licensed Software. "How to" questions requiring more than 10 minutes are considered Extended Training.
- c) Assistance with non-standard usage of the Licensed Software, i.e. uses and/or purposes outside of the intended capabilities.
- d) Hardware and/or software issues not in the control of MicroNiche. This includes, but is not limited to, Licensee's Internet Service Provider, internal network and internet connections, and internal hardware or software issues.

Important Note:

MicroNiche will invoice Licensee for Extended Training, and other non-Technical Support services at the then-prevailing hourly rates. Time will be billed in 15 minute increments and will be rounded up to the next highest increment for billing purposes.

In addition, time spent researching or otherwise attempting to resolve an issue which turns out to be under the control of an entity other than MicroNiche, will be considered billable and will be invoiced to the Licensee.

Support Hours

Support shall be provided by telephone from 9:00 a.m. to 5:00 p.m. Mountain Time.

Software Updates:

During each Support Term, MicroNiche will provide to Licensee all the fixes, updates and upgrades to the Licensed Software that MicroNiche makes generally available. All existing functionality, features, and/or modules included in the Licensed Software which are available at the date of implementation, will be updated as part of the "LCMS Annual Support and Upgrade Fees", as described on page one of this Agreement.

MicroNiche guarantees that no currently existing functionality will be extracted from the base product and priced separately.

MicroNiche reserves the right to charge additional fees for *new, optional* features or modules which may be developed in the future.

- 3) **Project Management Services.** MicroNiche will provide Project Management services during the pre-implementation and initial implementation phases. These services are priced separately, as depicted on page one of this Agreement. Project Management services are a critical component to the successful and timely implementation of the Software.
- 4) **Hardware Service Levels.** MicroNiche's Application Service Provider Hosting Environment (ASP) will ensure the following:
 - a) MicroNiche servers will be functioning and available at least 99% of the time, excluding standard holidays and system maintenance time which has been pre-approved by Licensee. For every day below the guaranteed availability that the system is not available, MicroNiche will credit Licensee one day's maintenance fee (Licensee's total monthly license fee / 30 days) to be applied on the next monthly invoice or refunded within 30 days of the contract being terminated.
 - b) MicroNiche agrees to proper web and application server sizing, fail-over, and

redundancy to ensure application performance and availability.

- 5) **Service Guarantee.** MicroNiche guarantees to provide “best effort” service to Licensee in all areas, including Technical Support (as described in Paragraph 2), and ASP Services (as described in Paragraph 6).

Best Effort services includes the following:

- a) Prompt response to all Licensee inquiries and issues. MicroNiche will respond to all inquiries no later than four working hours from the time of the initial contact.
- b) For issues which cannot be resolved immediately, MicroNiche will continually attempt to resolve them until a satisfactory resolution can be found. Regular contact will be made between MicroNiche and Licensee during the resolution process.
- c) If Licensee feels dissatisfied at any time with the level of service provided, Licensee should contact Mr. Dan Lyman. Dan may be reached as follows:

Direct Phone: 541-687-1111
Email: danlyman@microniche.com

Breach of Guaranteed Services:

In the unlikely and improbable event that Licensee, after having attempted resolution as described above, remains dissatisfied with the level of service offered by MicroNiche, Licensee may pursue the acquisition of the Software Source Code (as described in Paragraph 16).

- 6) **ASP Upgrades.** All ASP customers utilize the same base code and will therefore be updated and/or upgraded simultaneously. MicroNiche will give ASP customers at least seven days’ notice for all scheduled upgrades. For issues requiring immediate, or non-scheduled updates, customers will be notified *at least* 24 hours in advance.

Customer-specific features which have been added to LCMS will be tested to ensure compatibility with any updates or upgrades. MicroNiche will be responsible for any changes which may be required to customer-specific features due to updates/upgrades.

- 7) **Training and Implementation Services.** MicroNiche will provide training and implementation services upon delivery of the Licensed Software for the period proposed in the agreement. An MicroNiche technician provide the training services.

During the implementation phase, one or more MicroNiche personnel will configure the LCMS program. This important process involves MicroNiche learning Licensee’s business and specific needs. Some of the services performed include setting up banking information, creating the contents of the many drop-down fields present throughout the program, and the construction of the hierarchal structure of your company within the program. Additionally this time will also be utilized to properly train your staff on the use of LCMS. The number of training days quoted above represents what we have found to be necessary and sufficient to perform these tasks.

All training and implementation services will be performed by qualified, trained MicroNiche personnel, and will perform services in a timely, professional manner in

accordance with generally accepted industry practices and standards.

- 8) **Custom Development Projects.** MicroNiche provides custom development services to enhance Licensed Software to meet the specific needs of each Licensee, including writing data feeds to/from third party software applications. The standard process for custom development is as follows:

- a) Licensee provides MicroNiche a written description of required enhancement(s) and/or interface(s).
- b) MicroNiche will meet with (on-site, or via conference call), Licensee for analysis of custom request.
- c) MicroNiche will provide either a Fixed-Price estimate, or a Time & Expense estimate (whichever method Licensee prefers), for completing the project.
- d) MicroNiche will also provide an estimated time frame for completion of the project.
- e) MicroNiche begins development upon written notification of Licensee.

MicroNiche guarantees to respond to each initial custom development request within two working days.

- 9) **Pricing.** In consideration of the license granted hereunder Licensee will pay to MicroNiche the License Fee set forth on the first page of this Agreement for the Licensed Software.

10) **Payment Schedule.**

Initial Fees - Upon execution of this Agreement, MicroNiche will send an invoice for the full amount of all Initial Implementation Service Fees, the pro-rata of annual fees to the end of the calendar year and the first month of monthly fees shown on page one of this Agreement. Licensee agrees to pay said invoice within thirty (30) days.

Monthly Fees - MicroNiche will send Licensee an invoice each month for the monthly fees shown on page one of this Agreement. Licensee agrees to pay said invoices within thirty (30) days.

Annual Fees - MicroNiche will invoice Licensee for the Annual Support Fee sixty (60) days in advance of each subsequent Support Term. Each support term will be a calendar year. Any additional services or additional licenses will be invoiced by MicroNiche in accordance with its billing policies then in effect. Licensee agrees to pay said invoices within thirty (30) days.

- 11) **ASP Hosting.** MicroNiche Inc will maintain and properly update all necessary hardware and software used to host the LCMS application. Licensee will have full access to the LCMS application, to the LCMS Administration application, and to all Licensee's data. Licensee will not have access to the server, and will therefore not be able to make any changes to the ASP server information or structure.

Licensee's data will be maintained and stored on MicroNiche servers for the life of this contract. MicroNiche will backup and maintain Licensee's databases on a daily basis.

MicroNiche guarantees to maintain and update all hardware and associated software used to provide ASP services. MicroNiche further guarantees acceptable response times from the ASP server. For example: When a user requests to open a claim, the page will be served in sub-second time. Or, when a claim search is performed using a claim number as criteria, the result set will be served in sub-second time. Please note, once the page is served, MicroNiche does not have control over the speed of the internet connection. Response times may vary depending on many factors, including Licensee's connection speed and available bandwidth.

- 12) **System Requirements.** Licensee agrees to maintain and provide all licensed users browser software and internet connection which is capable of the high volume of data transferred as part of the normal use of LCMS.
- 13) **Limitation on Warranty and Liability.** Licensor undertakes no liability and shall not be held liable to Licensee for the accuracy of information (data) entered into the Licensed Software. The warranties expressly set forth in section **Error! Reference source not found.** hereof are the sole warranties made by MicroNiche hereunder, to the fullest extent possible pursuant to applicable law, MicroNiche disclaims all other warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement or other violation of rights. Under no circumstances, including, but not limited to, negligence, shall MicroNiche or its suppliers be liable for any indirect, special, incidental or consequential damages, or any other damages of any kind, including, but not limited to, loss of data or loss of profits, arising out of the use, or the inability to use, the licensed software, even if MicroNiche has been advised of the possibility of such damages. Under no circumstances, shall MicroNiche aggregate liability under this agreement exceed the amount of the license fee actually paid to MicroNiche.
- 14) **Intellectual Property Indemnification.** MicroNiche warrants and guarantees that all software components, programs, and code utilized in the development and/or operation of any and all MicroNiche products has been properly licensed by MicroNiche. Furthermore, MicroNiche warrants and guarantees that no copyright laws have been violated in any way during the production, development, and distribution of MicroNiche products. In the event of an action brought against Licensee claiming that the Licensed Software infringes a United States patent or copyright of a third party, or violates a trade secret of a third party, MicroNiche shall defend Licensee at MicroNiche's expense.

Furthermore, in the event a final injunction is obtained against Licensee's use of the Software Product by reason of Infringement, or in MicroNiche's opinion, Licensee's use of the Software Product is likely to become the subject of Infringement, MicroNiche may at its option and expense: (a) procure for Licensee the right to continue to use the Software Product as contemplated hereunder, (b) replace the Software Product in question with a non-infringing, functionally equivalent substitute Software Product, or (c) suitably modify the Software Product to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the Software Product.
- 15) **Termination.** This Agreement is effective, and the license granted hereunder shall continue until this Agreement is terminated. Licensee may terminate this Agreement at any time by providing sixty (60) days written notice to MicroNiche of such termination. Licensee will not be entitled to any refund whatsoever except as specifically provided herein. If Licensee fails to pay the Annual Fees, as stated on page one, MicroNiche may,

with at least 60 days written notice to Licensee, terminate this agreement.

- 16) **Escrow of Code.** In the event MicroNiche discontinues business for any reason or Transfers (as defined below) 50% or more of its assets or 50% or more of its equity ownership to another entity during the Term of this Agreement, or, if Licensee exercises the Service Guarantee clause from Paragraph 5), MicroNiche shall deliver to Licensee a copy of the Software Source Code including all relevant commentary, explanations and other documentation of the Source Code (collectively "Commentary"), for the exclusive, internal use, and limited purpose of supporting the Licensee's use of the Software. In the event the Source Code and Commentary is delivered to Licensee pursuant to this paragraph, Licensee covenants that it will hold the Source Code and Commentary in confidence, that it will not disclose or reveal the Source Code and Commentary to any third party, and that it will abide by the terms and limitations of the license granted hereunder. Furthermore, Licensee agrees to not sell, re-sell, or otherwise distribute the Source Code and Commentary to any other party.

Upon delivery of Source Code, MicroNiche will not be responsible for supporting, upgrading, updating, or enhancing the Software.

For purposes of this section, a Transfer shall mean any sale, transfer, gift, pledge, encumbrance, hypothecation, assignment or other act or action, whether voluntary or involuntary, and whether by operation of law or otherwise, whereby or as a result of which ownership, interest or rights in any assets or equity ownership interest, as applicable, are disposed of, impaired or affected in any way; provided, however, that a Transfer to any affiliate within its holding company system shall not be deemed a Transfer falling within the scope of this section.

- 17) **Notice.** Any notice and/or other communication required or provided for under this Agreement shall be in writing and shall be deemed given when either personally delivered, sent by certified U.S. Mail return receipt requested, delivered by an air courier, or transmitted by electronic mail and confirmed in writing to the other party at:

For MICRONICHE: Dan Lyman, President, 1342 High Street, Eugene, OR 97401, danlyman@microniche.com

For Utah Counties Indemnity Pool: Johnnie Miller, CEO, 5397 S Vine Street, Murray, UT 84107, jmiller@ucip.utah.gov

- 18) **Proprietary Rights.** The Licensed Software is protected by United States copyright law and international treaties. MicroNiche reserves all rights not expressly granted to Licensee in this Agreement and all right, title, and interest (including all copyrights and other intellectual property rights) in the Licensed Software are and shall remain the property of MicroNiche.

Licensee will not (i) distribute, disclose, market, rent, lease or transfer to any third party any portion of the Licensed Software, (ii) decompile, reverse engineer, disassemble, re-program, modify, install on other machines, translate, sublicense, or create derivative works from the Licensed Software.

Any changes or improvements to the Licensed Software made or suggested by Licensee shall be the property of MicroNiche and Licensee hereby assigns to MicroNiche all right,

title and interest therein.

- 19) **Non-Disclosure Obligations.** Licensee acknowledges that the Licensed Software constitutes and incorporates confidential and proprietary information developed or acquired by or licensed to MicroNiche. Licensee shall not allow the removal or defacement of any confidentiality or proprietary notice placed on the Licensed Software. The placement of copyright notices on these items shall not constitute publication or otherwise impair their confidential nature. Licensee shall take all reasonable actions necessary to safeguard the confidentiality of the Licensed Software, including at a minimum those taken by Licensee to protect Licensee's own confidential information of a like nature. Licensee shall not disclose, in whole or in part, the Licensed Software or any portion thereof or other information that has been designated as confidential by MicroNiche to any individual, entity or other person, except to those of Licensee's employees or consultants who require access for Licensee's authorized use of the Licensed Software. Licensee acknowledges that any unauthorized use or disclosure of the Licensed Software may cause irreparable damage to MicroNiche and its licensors. MicroNiche agrees to take the same action regarding any information designated in writing as proprietary and confidential which it receives from Licensee ("Licensee Information"). Neither MicroNiche nor Licensee shall have any confidentiality obligation with respect to any portion of the Licensed Software or Licensee Information that (i) the receiving party knew or independently developed before receiving such Licensed Software or Licensee Information under this Agreement, (ii) the receiving party lawfully obtained from a third party under no confidentiality obligation, or (iii) is or becomes available to the public other than as a result of any act or omission by the receiving party or any of the receiving party's employees or consultants. Licensor acknowledges that Licensee is a political subdivision of the State of Utah and is therefore subject to the Utah Government Records Access Management Act. Licensor further agrees that any release of data or documents by Licensee in compliance with the Utah Government Records Access Management Act.
- 20) **Insurance.** Each party, at its sole cost and expense shall procure and maintain such policies of general liability, cyber liability and professional liability insurance as are appropriate for such party's business activities under this Agreement.
- 21) **Governing Law.** The parties mutually acknowledge and agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Utah, without giving effect to its conflicts of law provisions. MicroNiche and Licensee hereby consents to exclusive jurisdiction and venue in the federal courts and state courts sitting in Salt Lake City, Utah, and waives all defenses of lack of personal jurisdiction and *forum non conveniens*. Process may be served on either Licensee or MicroNiche by registered mail or in any manner authorized by applicable law or court rule.
- 22) **Miscellaneous.** The parties agree that this Agreement, together with these Terms and Conditions and all other appendices, addenda, schedules, exhibits and other attachments (which are incorporated into and made a part of this Agreement) shall govern the relationship of the parties. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding shall not affect the validity of the other provisions of this Agreement, unless MicroNiche in good faith deems the unenforceable provision to be essential, in which case MicroNiche may terminate this Agreement effective immediately upon notice to Licensee and provide Licensee a revised Agreement suitable to both parties. The headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

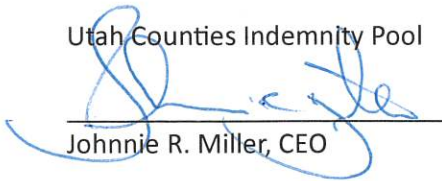
- 23) U.S. Government Restricted Rights. If Licensee is acquiring the license to the Licensed Software on behalf of any part of the United States government, the following provisions apply. The Licensed Software and any associated documentation are deemed to be "commercial software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Licensed Software and any associated documentation by the U.S. Government or any of its agencies shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of the Agreement.

Cybersecurity Support Contract

This Cybersecurity Support Contract (the "Contract") is entered into as of January 1, 2024 by and between Utah Counties Indemnity Pool, a political subdivision of the State of Utah (the "Client"), located at 5397 S Vine St, Murray, UT 84107 and TCNS, Inc., hereinafter referred to as the "Cybersecurity Provider", located at 3125 South 1030 West, Salt Lake City, Utah.

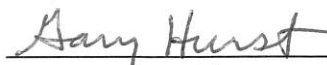
1. **Services:** The Cybersecurity Provider agrees to provide cybersecurity support services to the Client. These services may include, but are not limited to:
 - Monitoring and managing security systems.
 - Incident detection and response.
 - Vulnerability assessments and penetration testing.
 - Security awareness training for employees.
 - Implementation of security policies and best practices.
 - Regular security updates and patch management.
2. **Term:** The term of this Contract shall commence on January 1, 2024 and continue until terminated by either party with 30 days written notice.
3. **Compensation:** Client agrees to pay the Cybersecurity Provider as outlined in Exhibit A attached hereto.
4. **Scope of Work:** The Cybersecurity Provider will perform the following task:
 - Regular cybersecurity assessments and audits.
 - Implementing and maintaining security measures.
 - Responding to and mitigating security incidents.
 - Providing ongoing cybersecurity consulting.
5. **Confidentiality:** Both parties agree to maintain the confidentiality of any proprietary or sensitive information encountered during the provision of services.
6. **Termination:** Either party may terminate this Contract with written notice if the other party breaches any material term or condition of this Contract.
7. **Governing Law:** This Contract shall be governed and construed in accordance with the laws of the State of Utah.
8. **Entire Agreement:** This Contract and the Exhibits referenced in and attached hereto contains the entire agreement between the parties and supersedes any prior agreements, whether oral or written, relating to the subject matter herein.

Utah Counties Indemnity Pool


Johnnie R. Miller, CEO

Date: 12-7-23

TCNS, Inc.


Gary Hurst, President

Date: 7 Dec 2023

Cybersecurity Support Contract – Exhibit A

Services provided under the Cybersecurity Support Contract will be paid at the following rates:

On-site services **\$90/hr**

Tele-services **\$70/hr**

Cybersecurity Provider shall invoice Client on a regular basis, but not less than quarterly, and Client shall make payment in accordance with the Fiscal Procedures for Interlocal Entities Act, which is generally 30 days net.

UCIP Defense Panel Reimbursement Rates as of 1-1-2024**Panel Members****\$200/hr**

All reasonable billable hours for assisting member attorneys in defense of UCIP claims and providing Pre-Litigation Legal Assistance for named Panel members:

Other Attorneys**\$190/hr**

All reasonable billable hours for other firm attorneys assisting the named Panel member in defense of a UCIP Member claim:

Paralegals**\$125/hr**

All reasonable billable hours for paralegals assisting the named Panel Member in defense of a UCIP Member claim:

December 13, 2023

Audit Committee
Utah Counties Indemnity Pool
5397 S Vine Street
Murray, UT 84107

The following represents our understanding of the services we will provide Utah Counties Indemnity Pool

You have requested that we audit the basic financial statements of Utah Counties Indemnity Pool as of December 31, 2023, and for the year then ended and the related notes, which collectively comprise Utah Counties Indemnity Pool's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) *and, if applicable, in accordance with Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that required supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's discussion and analysis
- Premiums and loss development information
- Schedule of the proportionate share of the net pension liability (URS)
- Schedule of contributions (URS)

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and in accordance with *Government Auditing Standards*. As part of an audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Utah Counties Indemnity Pool's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and in accordance with *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of Utah Counties Indemnity Pool's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America .
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:

- i. Access to all information of which *management* is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
- ii. Additional information that we may request from *management* for the purpose of the audit;
- iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- iv. A written acknowledgement of all the documents that *management* expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
- v. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from *management and, when appropriate, those charged with governance*, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of Utah Counties Indemnity Pool's basic financial statements. Our report will be addressed to the Board of Directors of Utah Counties Indemnity Pool. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to

complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We also will issue a written report on the Pool's compliance with specific requirements outlined by the Utah State Auditor.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled for performance and completion as follows: Fieldwork (February 2024), Issue Date (April 2024).

Jon Haderlie, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Larson & Company's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We estimate that our fee for the audit will be \$23,900. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Utah Counties Indemnity Pool's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years¹² from the date of our report.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Larson & Company, PC and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Office of the Utah State Auditor pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Larson & Company's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the Office of the Utah State Auditor. The State Auditor may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In some circumstances, we may be required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for you. So long as we are not a party to the proceedings in which the information is sought, you agree to pay any and all reasonable expenses including fees and costs for our time, as well as any legal or other fees that we incur as a result of such appearance or production of documents.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Utah Counties Indemnity Pool

December 13, 2023

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Respectfully,

Larson & Company, PC

Larson & Company PC
Spanish Fork, Utah

RESPONSE:

This letter correctly sets forth our understanding of Utah Counties Indemnity Pool.

Utah Counties Indemnity Pool

Acknowledged and agreed on behalf of Utah Counties Indemnity Pool by:

Management Signature

Title: _____

Date: _____

Governance Signature

Title: _____

Date: _____

Utah Counties Indemnity Pool

AUDIT PLAN

For the Year Ended December 31, 2023



December 13, 2023

Audit Committee
Utah Counties Indemnity Pool
5397 South Vine Street
Murray, UT 84107

Members of the Committee:

We are engaged to audit the financial statements of **Utah Counties Indemnity Pool** (the Pool) for the year ended December 31, 2023. Professional standards require that we communicate the following information related to our audit as outlined in the following pages.

Issues Discussed Prior to Retention of Independent Auditor

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year, prior to retention as the Pool's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Planned Scope

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the Pool and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Pool or to acts by management or employees acting on behalf of the Pool. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

As part of our audit, professional standards require us to perform risk assessment procedures that are sufficient to provide a reasonable basis for identifying and assessing the risk of material misstatement, whether due to error or fraud, and designing further audit procedures. We are also required to determine whether any risks we have identified and assessed are significant risks that require special audit attention.

As a result of our procedures, we have determined the following areas as having significant risks:

- Improper revenue recognition
- Cash disbursements
- Potential management bias, financial statement estimates, and management's ability to override controls
- Cash
- Contributions
- Investments
- Losses and Loss Adjustment Expense Reserves
- Losses and Loss Adjustment Expenses Paid
- Reinsurance

We expect to use the following resources to assist us in performing our audits:

- Use of Specialists. We plan to rely on the review performed by the Pool's independent actuary to gain assurance over the claims reserve estimate.

Our goal is to provide you with a high quality, value added audit. Please inform us of any suggestions you may have to help us complete the audit more effectively and to adequately address your concerns of specific areas you would like us to focus our attention on during the current year audit.

Sincerely,

A handwritten signature in blue ink that reads "Larson & Company, PC".

Larson & Company, PC

Responsibilities

Our Responsibility under U.S. Generally Accepted Auditing Standards and Government Auditing Standards

As stated in our engagement letter, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities. Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement.

As part of our audit, we will consider the internal control of the Pool. Such considerations are solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of the Pool's compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit.

Other Information in Documents Containing Audited Financial Statements

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to Management's Discussion and Analysis and the 10 Year Loss Development schedule, which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on management's supplementary information, which accompanies the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Management's Responsibility

As stated in our engagement letter, management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with

(1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Anticipated Role of the Pool's Audit Committee

We anticipate the Audit Committee will assist us with the following:

- Communicate any concerns or special requests related to this year's audit to Larson & Company.
- Communicate to Larson & Company the committee's views about the fraud risks in the Pool.
- Communicate to Larson & Company whether the committee has knowledge of any fraud, alleged fraud, or suspected fraud affecting the Pool and whether there has been any notification of an action or investigation regarding alleged fraudulent activities.
- Communicate to Larson & Company whether the committee is aware of tips or complaints received about financial reporting and, if so, their responses.
- Communicate to Larson & Company how the committee exercises oversight of the Pool's assessment of fraud risks and the controls established to address those risks.
- Communicate to Larson & Company the Pool's compliance with laws and regulations and knowledge of violations or possible violations of laws and regulations.
- Evaluate any "material weaknesses" or "significant deficiencies" in the Pool's internal controls as noted in our internal control letter and take steps to resolve issues.
- Consider any significant findings and recommendations from Larson & Company.
- Review the audit opinion issued by Larson & Company.

Planned Timing

The schedule for the audit for the year ended December 31, 2023 is as follows:

	2023	2024			
	Dec	Jan	Feb	Mar	Apr
Audit Activity:					
Audit and Risk Planning	x	x	x		
Communication with Audit Committee	x				x
Internal Control Assessment and Procedures			x		
Financial Statement Risk Assessment and Procedures			x		
Substantive and Control Audit Procedures			x		
Wrap-up Procedures and Draft Report			x	x	
Issuance of Audit Report				x	

We plan on completing our year-end field work near the end of February 2024 and issue our report by April 2024.

Should the above outlined audit schedule be affected or delayed by circumstances out of our control, we would notify you immediately and make appropriate adjustments to the anticipated due dates.

We will be available to meet with the audit committee during any of the above audit phases to discuss our progress. Should we encounter any significant adjustments or material weaknesses, we will discuss them with management or the audit committee, as appropriate, as soon as they come to our attention.

Government Accounting Standards

Board Updates

GASB No. 91 Conduit Debt Obligations. We don't expect this GASB to have an impact on the Pool and have not included information related to this GASB.

GASB No. 93 Relates to interbank offered rates. As such we don't expect this GASB to have an impact on the Pool and have not included information related to this GASB.

GASB No. 94 Relates to the accounting for public-private partnerships and availability payment arrangements. As such we don't expect this GASB to have an impact on the Pool and have not included information related to this GASB.

GASB No. 96 Relates to subscription-based information technology arrangements. These are treated in a similar fashion as leases. As such we don't expect this GASB to have an impact on the Pool, but will discuss with management if any such arrangements exist.

GASB No. 97 Relates to certain component unit criteria, and accounting and financial reporting for IRS code section 457 *Deferred Compensation Plans*, which is an amendment to statements 14, 84, and a supersession of statement 32. As such we don't expect this GASB to have an impact on the Pool and have not included information related to this GASB.

GASB No. 98 Relates to the Annual Comprehensive Audit Report. As such we don't expect this GASB to have an impact on the Pool and have not included information related to this GASB.

GASB No. 99 Omnibus 2022, relates to the implementation or extension of LIBOR and SNAP distributions, as well as requirements related to leases, PPP's and SBITA's. As such we don't expect this GASB to have an impact on the Pool and have not included information related to this GASB.

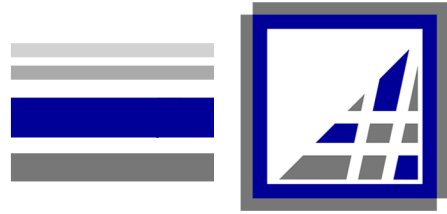
Contacting Your Audit Team

Partner

Jon Haderlie, (801) 798-3545 or jhaderlie@larsco.com

Manager

Cody Powell, (801) 798-3545 or cpowell@larsco.com



By the Numbers

Actuarial Consulting, Inc.

December 6, 2023

Mr. Johnnie R. Miller
Chief Executive Officer
Utah Counties Indemnity Pool
5397 S. Vine St.
Murray, UT 84107-6757

RE: ACTUARIAL SERVICES ENGAGEMENT LETTER

Dear Mr. Miller:

This letter outlines the scope and terms of our engagement with the Utah Counties Indemnity Pool (UCIP).

SCOPE

BYNAC will prepare an actuarial report that estimates the required reserves as of 12/31/23. The report will estimate the ultimate incurred losses of the prior policy periods by line of coverage for financial statement reporting. In addition, we will prepare an actuarial report prior to renewal that determines the indicated contributions for the upcoming policy period. The contributions indication will include an analysis of property deductible factors. An analysis of liability deductible factors can be added for an additional fee.

BYNAC will prepare a member equity calculation in the form of an e-mail with a spreadsheet attachment at UCIP's request. A loss ratio by member analysis in similar format can also be provided at UCIP's request.

FEES

Our fee for the reserve analysis is \$7,500 and the fee for the premium indication is \$8,000. The liability deductible factor analysis can be added for a fee of \$3,000. The member equity allocation and loss ratio analyses can be provided for a fee of \$1,250 each. These fees include an annual meeting to present our findings.

OUTCOME AND CONTINGENCY

Any opinions expressed are based on our actuarial experience and judgment and are limited by our knowledge of the facts at the time. We cannot and do not make promises or guarantees about

Mr. Johnnie R. Miller
December 6, 2023
Page Two

the outcome of the analysis. In addition, your obligation to pay for services and expenses is not contingent upon the outcome of any matter.

Thank you for the opportunity to provide services. If these arrangements are acceptable, please sign a copy of this letter in the space provided below and return it to me. If you have any questions, please let me know.

Sincerely,



Mary Jean King, FCAS, CERA, MAAA
Principal and Consulting Actuary

Accepted: Utah County Indemnity Pool

By: _____

Date: _____

UTAH COUNTIES INDEMNITY POOL BUDGET

	Audited 2022	Approved 2023	Tentative 2024	Final 2024
Revenue				
Contributions	7,930,441	\$ 9,061,299	\$ 10,415,494	\$ 10,535,983
Investments	307,703	700,000		
Other	63,236			
Total Income	8,301,380	9,761,299	10,415,494	10,535,983
Underwriting Expense				
Losses and Loss Adjustments	1,659,690	3,935,000	4,450,000	4,750,000
Reinsurance	2,518,914	4,345,000	4,174,091	4,175,000
Total Underwriting Expenses	4,178,604	8,280,000	8,624,091	8,925,000
Administration Expense				
Directors	31,059	55,000	55,000	55,000
Depreciation	487	3,000	1,000	1,000
Risk Management	49,899	80,000	80,000	80,000
Public Relations	28,996	45,000	45,000	45,000
Office	103,399	120,000	120,000	120,000
Financial/Professional	102,537	125,000	135,000	135,000
Personnel	674,802	1,010,000	900,000	900,000
Total Administrative Expenses	991,179	1,438,000	1,336,000	1,336,000
Total Operating Expense	5,169,783	9,718,000	9,960,091	10,261,000
Net Asset Management Fund	\$ 3,131,597	\$ 43,299	\$ 455,403	\$ 274,983
Other Income (Expenses)				
Change in Fair Value Investments	(67,138)			
Change in Fair Value Equity	(1,078,769)			
Total Other Expenses	(1,145,907)			
Change in Net Position	1,985,690			

Utah Counties Indemnity Pool
Sonya White, Chief Financial Officer
5397 S Vine Murray, UT 84107-6757
sonya@ucip.utah.gov
801.307.2113

Resolution No. 2023 -2**RESOLUTION GOVERNING THE ADDOPTION OF THE 2024 BUDGET BY THE
UCIP BOARD OF DIRECTORS**

WHEREAS it is the policy of the Utah Counties Indemnity Pool Board of Directors to comply with the fiscal procedures for interlocal entities under U.C.A. §11-13-5.

AND WHEREAS, it is the policy of the Board of Directors of the Utah Counties Indemnity Pool to provide a financial plan for the budget year;

AND WHEREAS, the Board of Directors of the Utah Counties Indemnity Pool held a public hearing on the budget tentatively adopted and gave interested persons in attendance an opportunity to be heard on the estimates of revenue and expenditures or any item in the tentative budget;

THEREFORE, BE IT RESOLVED: the Board of Directors of the Utah Counties Indemnity Pool adopts the 2024 budget, as attached.

THEREFORE, BE IT FURTHER RESOLVED THAT the President of the Utah Counties Indemnity Pool shall be authorized to execute this Resolution by all necessary and proper means.

APPROVED AND ADOPTED this _____ day of _____, 2023.

BOARD OF DIRECTORS
UTAH COUNTIES INDEMNITY POOL

By: _____
Bruce Adams, President

BOARD OF DIRECTORS
MEETING MINUTES

Date and Time

October 25, 2023, 12:30 p.m.

Location

UAC/UCIP Offices, 5397 S Vine St, Murray, Utah

Directors Present

Bruce Adams, *President*, San Juan County Commissioner
Michael Wilkins, *Secretary/Treasurer*, Uintah County Clerk/Auditor
Craig Blake, Sevier County Human Resource Director
Christopher Crockett, Weber County Deputy Attorney
Bob Stevenson, Davis County Commissioner
Stan Summers, Box Elder County Commissioner
Sim Weston, Rich County Commissioner

Directors Absent

William Cox, *Vice President*, Rich County Commissioner
Gage Froerer, Weber County Commissioner
Victor Iverson, Washington County Commissioner
Greg Miles, Duchesne County Commissioner
Kelly Sparks, Davis County Sheriff
David Tebbs, Garfield County Commissioner

Officers and Staff Present

Johnnie Miller, UCIP Chief Executive Officer
Sonya White, UCIP Chief Financial Officer
Aly Michale, UCIP Executive Administrative Specialist
Korby Siggard, UCIP Claims Manager
Lance Welch, UCIP Senior Claims Specialist

Call to Order

Bruce Adams called the meeting of the Utah Counties Indemnity Pool's Board of Directors to order at 12:33 p.m. on October 25, 2023. Adams welcomed attendees and led the Pledge of Allegiance. Korby Siggard offered a prayer. Korby Siggard informed the Board that he is retiring and introduced the new Senior Claims Specialist, Lance Welch, that will be replacing his position. Each Board member introduced themselves to Welch after he gave his background and history.

Review/Excuse Board Members Absent

Bob Stevenson made a motion to excuse William Cox, Gage Froerer, Victor Iverson, Greg Miles, Kelly Sparks and David Tebbs from this meeting. Stan Summers seconded the motion, which passed unanimously.

Review/Approve August 17, 2023 Meeting Minutes

The draft minutes of the Board of Director's meetings held on August 17, 2023 were previously sent to the Board Members for review (see attachment number one). Michael Wilkins made a motion to approve the August 17, 2023 minutes as written. Sim Weston seconded the motion, which passed unanimously.

Ratification/Approval of Payments and Credit Card Transactions

Michael Wilkins reported that he has reviewed the payments made and credit card transactions of the Pool as of October 25, 2023 (see attachment number two). Michael Wilkins made a motion to approve the payments and credit card transactions as presented. Bob Stevenson seconded the motion, which passed unanimously.

Review/Approve Third Quarter Financial Statements

The third quarter 2023 financial statements were previously sent to the Board for review (see attachment number three). Sonya White reviewed the Balance Sheet with the Board. Cash and cash equivalents are at \$15.5 million of which \$465,000 is Zions Wealth Advisors cash held in PTIF. Prepaid expenses are at \$1.7 million, which includes prepaid reinsurance. Total assets are \$18.5 million. Long term investments are at \$2.4 million in Zion's Capital. Capital contributions are at \$2.5 million, which is the equity in County Reinsurance Limited (CRL). Property and equipment is almost fully depreciated, at \$1,135. Deferred outflows for pension is at \$152,113. Total assets are at \$23.7 million. Reserves for losses are at \$8.2 million. Accrued expenses are at \$164,011, the majority of which is employee sick and vacation hours accrued. Contributions paid in advance is \$2.2 million. The total net position of the Pool for the 2023 third quarter is \$12.6 million. White reviewed the Income Statement with the Board, showing that accrued contributions are at 75% of budget. Investment income is at 110%. Losses and loss adjustments are at 73% of budget and reinsurance is at 52% of budget due to overestimation of the CRL premium surcharge. Total underwriting expenses are at \$5.1 million. Administrative expenses are trending well at 68% of budget. Total change in net position is at \$1.4 million. The Statement of Cash Flows details cash activities as of the quarter ending September 30. Michael Wilkins made a motion to approve the third quarter financial statements as presented. Bob Stevenson seconded the motion, which passed unanimously.

Review/Approve 2024 PEHP Renewal

Sonya White presented the 2024 renewal rates from Public Employees Health Program (PEHP) to the Board (see attachment number four). White explained that employees are happy with the current Traditional Option Two Plan. Rates for medical increased five percent, vision increased one percent and there is no increase in rates for dental. The Pool pays 90% of the employee's benefits. Stan Summers made a motion to approve the 2024 PEHP Renewal as presented. Craig Blake seconded the motion, which passed unanimously.

Review/Approve 2024 URS Renewal

Sonya White presented the Utah Retirements Systems (URS) preliminary rates to the Board (see attachment number five). UCIP is in the Public Employee Noncontributory Retirement System (line 15). Currently, four employees are in the Tier 1 System at a rate of 16.97. Starting July 1, 2024 any employees in the Tier 2 DB Hybrid System will be required to contribute 0.70 percent of wage if legislation is not passed during the 2024 session. Craig Blake explained that when a new employee is hired, URS adds them to the DB Hybrid System. The employee then can choose to go to a Deferred Contribution Plan, only within their first year. Craig Blake made a motion to approve the preliminary 2024 URS Renewal rates as presented. Michael Wilkins seconded the motion, which passed unanimously.

Review/Approve 2024 COLA

Johnnie Miller reported that as of September 31, 2023, the Consumer Price Index for the Western Region annual inflation increase is 4.1%. The Board approved an 8.5% COLA increase last year. Miller recommends a three percent COLA increase for employees in 2024 based on this information. A three percent increase has been calculated into the 2024 tentative budget. Bob Stevenson made a motion to approve a three percent COLA increase for employees in 2024. Sim Weston seconded the motion, which passed unanimously.

Review/Approve 2024 Tentative Budget

The proposed 2024 Tentative Budget was previously sent to the Board for review (see attachment number six). Sonya White reported that contributions have been previously approved by the Board

at \$10.4 million. Losses and loss adjustments at \$4.45 million account for the higher self-insured retentions. Indications for property reinsurance is a 28% increase, liability reinsurance is a 15% increase and crime coverage a five percent increase. Proposed changes in administrative expenses are an additional \$10,000 for financial and professional services and a decrease in personnel to \$900,000 due to employee retirements. This tentative budget calculates at an increase to the net asset management fund of \$455,000. Bob Stevenson motioned to approve the 2024 Tentative Budget. Stan Summers seconded the motion, which passed unanimously.

Review/Approve Property Part 1 Coverage Addendum Amendments

Proposed amendments to the Coverage Addendum were previously sent to the Board for review (see attachment number seven). Johnnie Miller reported that the Governance Committee met on October 17, 2023 to discuss the amendments to the Coverage Addendum. Miller reviewed the proposed amendments. A 125% margin clause will be implemented and language has been added regarding conducting appraisals due to the 125% margin clause. Sublimits have been added for coverages. Craig Blake made a motion to approve the amendments to the Coverage Addendum as presented. Michael Wilkins seconded the motion, which passed unanimously.

Review/Approve Authority Scope Purpose Coverage Addendum Amendment

Johnnie Miller provided the Board with the proposed amendment to the Authority Scope Purpose Coverage Addendum (see attachment eight). Craig Blake made a motion for the amendments to the Coverage Addendum be effective January 1, 2024. Michael Wilkins seconded the motion, which passed unanimously.

Review/Approve Board Elected Appointed Positions Policy Amendments

Proposed amendments to the Board Elected Appointed Positions Policy were previously sent to the Board for review (see attachment number nine). Johnnie Miller explained that language is proposed regarding current directors up for reelection shall automatically be placed on the ballot to simplify the process. Sim Weston made a motion to approve the amendments to the Board Elected Appointed Positions Policy as presented to the Board. Michael Wilkins seconded the motion, which passed unanimously.

Review/Approve Business Continuity Disaster Recovery Policy Amendments

Proposed amendments to the Business Continuity Disaster Recover Policy were previously sent to the Board for review (see attachment number 10). Johnnie Miller explained that primarily references to the Chief Financial Officer (CFO) were removed and language added for employees to provide the Chief Executive Officer (CEO) with login credentials for computers and programs accessed by employees as a pre-disruptive event action. The CEO shall secure each computer system login credentials. Bob Stevenson made a motion to approve the amendments to the Business Continuity Disaster Recovery Policy as presented to the Board. Stan Summers seconded the motion, which passed unanimously.

Review/Approve Employee Reimbursement Policy Amendments

Proposed amendments to the Employee Reimbursement Policy were previously sent to the Board for review (see attachment number 11). Sonya White explained that all references to the Chief Financial Officer (CFO) have been stricken and language is proposed to specify the reimbursement rate when using a personal camper or trailer for lodging. Craig Blake made a motion to approve the amendments to the Employee Reimbursement Policy as presented. Sim Weston seconded the motion which passed unanimously.

Review/Approve Minutes Recordings, and Records Policy Amendments

Proposed amendments to the Minutes, Recordings and Records Policy were previously sent to the Board for review (see attachment number 12). Sonya white explained that language is proposed to address closed sessions that are not required to be recorded shall not be recorded. Christopher Crockett made a motion to approve the amendments to the Minutes, Recordings and Records Policy as presented to the Board. Bob Stevenson seconded the motion, which passed unanimously.

Review/Approve Personnel Policies Amendments

Proposed amendments to the Personnel General Provisions, Employee Recruitment, Employment Classification, Employment Termination, Employee Compensation, Employee Benefits, Employee Retirement, Employee Leave, Employee Education Assistance, Standards of Conduct, Employee Discipline, the Grievance and Appeal Process and Protection of Public Employees Policies were previously sent to the Board for review (see attachment number 12). Craig Blake explained that the Personnel Committee met on October 17, 2023 to review proposed amendments to the Personnel Policies. Blake reviewed with the Board amendments to: General Provisions regarding required training and work hours; Employee Recruitment itemizing procedures; Employment Classification extending the probation time for new and rehired employees from 90 to 180 calendar days; Employee Benefits payment of early retiree medical benefits; Employee Leave definitions for FMLA and USERRA; Employee Education Assistance increase from \$500 to \$1,000; Standards of Conduct strike Federal Drug Free Workplace Act of 1988, references to computer systems and new language for ethical behavior; and Grievance and Appeal Process definition of Personnel Committee. Blake noted that all references to the CFO throughout the Personnel Policies presented have been stricken. Christopher Crockett made a motion to approve the amendments to the Personnel Policies as presented. Sim Weston seconded the motion, which passed unanimously.

Review/Approve IT and Computer Security Policy

Johnnie Miller reviewed the newly drafted IT and Computer Security Policy that was previously sent to the Board for review (see attachment number 13). The purpose of this policy is to establish basic rules, standards, and guidelines of computer security. The new policy meets all requirements of the reinsurer and sets the standard for members security. Bob Stevenson made a motion to approve the IT and Computer Security Policy as presented, effective January 1, 2024. Craig Blake seconded the motion, which passed unanimously.

Set Date and Time for Closed Meeting

Bob Stevenson made a motion to strike agenda item: *Set Date and Time for a Closed Meeting to Discuss Character, Professional Competence, Physical/Mental Health of an Individual*. Stan Summers seconded the motion, which passed unanimously.

Action on Personnel Matters

Bob Stevenson made a motion to strike agenda item: *Action on Personnel Matters*. Stan Summers seconded the motion, which passed unanimously.

Set Date and Time for Closed Meeting

Stan Summers made a motion to set the date and time of a Closed Session to Discuss Pending or Reasonably Imminent Litigation for October 25, 2023 at 1:57 p.m. Craig Blake seconded the motion, which passed unanimously. Board Members attending the closed meeting: Bruce Adams, Stan Summers, Bob Stevenson, Michael Wilkins, Craig Blake, Christopher Crockett and Sim Weston. Officers and staff member present were Johnnie Miller, Sonya White and Aly Michale. The regular scheduled meeting resumed on October 25, 2023 at 2:25 p.m.

Action on Litigation Matters

Stan Summers made a motion to increase settlement authority to the CEO Johnnie Miller up to \$350,000 and to the Senior Claims Specialist up to \$100,000. Sim Weston seconded the motion, which passed unanimously. Christopher Crockett made a motion that in the matter of DAV00003652017, UCIP will offer settlement up to the amount authorized by the reinsurer. Stan Summers seconded the motion, which passed unanimously.

Nominating Committee Report

Bob Stevenson reported that William Cox's Fifth-Sixth Class Representative Board position will be available for 2024. Cox would like to be considered for reelection. There are no other nominees for the available position. William Cox will be the single name listed on the ballots.

Chief Executive Officer's Report

Johnnie Miller reported that 2024 contribution notices were sent to the members on September 1, 2023. Due to discussions and updates to the members in advance, Miller has not received any questions or concerns about the rates and contributions.

Miller reported that the HR affiliate group reached out to UCIP for assistance planning their summer workshop. Aly Michale coordinated the event, which was held on August 24 and August 25, 2023, and Davis County facilitated the workshop at their Memorial Courthouse. The workshop was very well received.

Miller attended the CRL property coverage member's meeting with other pool directors as well as the CRL Board meeting. The CRL executive committee has made an offer for a new CEO as the current CEO is retiring. Miller also attended the Sheriff's Conference with Korby Siggard and the Civil Attorney's Conference with Siggard and Lance Welch.

Miller expects the new claims system to be going live in the next 30 days and the old system will no longer be available as of January 1, 2024. Costs for the new system are only a fraction of what other pools are paying.

The Utah Association of Counties (UAC) Annual Convention will be held at the Dixie Center in St. George in November and UCIP will be attending. The Annual Meeting of the Members will be held on the second day of the Convention.

Legislative Session is coming up and Miller informed the Board that there is a bill that would affect land use claims against the counties. Another issue that has been brought up has to do with drug testing code so he has reached out to the HR directors for their opinions on the matter. Miller will continue to keep the Board updated on legislative issues.

Annual Membership Meeting Agenda

Aly Michale reviewed the November 15, 2023 Annual Membership Meeting agenda with the Board (see attachment number 14). The meeting will start at 4:45 p.m. in the Garden Room at the Dixie Convention Center in St. George for the business portion. Bob Stevenson agreed to announcing the nominee for the available board position and the election results. The member dinner will be held after the meeting at the Rib and Chop House restaurant.

Other Reports

The next meeting of the Board of Directors will be held Thursday, December 21, 2023, at 12:00 p.m., at Home2 Suites, 4927 South State Street, Murray, UT.

Bruce Adams adjourned the Utah Counties Indemnity Pool Board of Directors Meeting at 2:46 pm. on October 25, 2023.

Prepared by:

Aly Michale, UCIP Executive Administrative Specialist

Submitted on this _____ day of _____ 2023

Michael W Wilkins, Secretary/Treasurer

Approved on this _____ day of _____ 2023

Bruce Adams, President

UTAH COUNTIES INDEMNITY POOL
Payments and Credit Card Transactions
October 26 - December 21, 2023

Date	Transaction Type	Num	Name	Memo/Description	Amount
500-000000-10010100 ZionsHRA					
11/29/2023	Check	BILLPAY	Marty L. Stevens	Reimbursable Expenses	-554.23
Total for 500-000000-10010100 ZionsHRA					-\$ 554.23
500-000000-10010100 ZionsMLC					
10/27/2023	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 330863	-5,326.60
10/27/2023	Check	BILLPAY	Jennifer Monrreal	Claim: WAS0000712023	-1,147.59
10/27/2023	Check	ACH	Uintah County	Claim: UIN0001302013	-500,000.00
10/27/2023	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 330855	-2,014.00
10/27/2023	Check	ACH	Beaver County	Claim: BEA0000332023	-4,347.65
10/27/2023	Check	ACH	Nathan Hammer	Claim: BOX0000402023	-394.58
10/27/2023	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01404	-5,529.13
10/27/2023	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01405	-1,782.37
10/27/2023	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01406	-6,339.67
10/27/2023	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 320171	-726.50
10/27/2023	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 330854	-3,429.50
10/27/2023	Check	ACH	Weber County	Claim: WEB0001832023	-2,825.19
11/03/2023	Check	ACH	Weber County	Claim: WEB0001892023	-3,436.47
11/03/2023	Check	ACH	WCPR	Claim: WCP0000012023	-1,715.00
11/03/2023	Check	ACH	Trust of May, Rammell & Wells		
11/03/2023	Check	ACH	FBO Deborah Brower	Claim: KAN0000902021	-41,403.01
11/03/2023	Bill Payment (Check)	ACH	Frontier Adjusters, Inc.	Invoice: T1082788	-489.00
11/03/2023	Bill Payment (Check)	ACH	Suitter Axland	Invoice: 2911	-36,927.84
11/03/2023	Bill Payment (Check)	ACH	Suitter Axland	Invoice: 2909	-925.00
11/03/2023	Bill Payment (Check)	ACH	Suitter Axland	Invoice: 2908	-5,722.00
11/03/2023	Bill Payment (Check)	ACH	Suitter Axland	Invoice: 2907	-15,106.50
11/03/2023	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01414	-4,398.60
11/03/2023	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01413	-10,749.00
11/14/2023	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 335659	-2,394.00
11/14/2023	Check	ACH	Beaver County	Claim: BEA0000342023	-3,959.33
11/14/2023	Check	ACH	Duchesne County	Claim: DUC0000632023	-1,664.35
11/14/2023	Check	ACH	Sevier County	Claim: SEV0000492023	-1,632.05
11/14/2023	Check	ACH	Washington County	Claim: WAS0000722023	-661.40
11/14/2023	Bill Payment (Check)	ACH	Kunz PC	Invoice: 69	-4,294.00
11/14/2023	Bill Payment (Check)	ACH	Kunz PC	Invoice: 70	-6,536.00
11/14/2023	Bill Payment (Check)	ACH	Kunz PC	Invoice: 71	-2,489.00
11/14/2023	Bill Payment (Check)	ACH	Kunz PC	Invoice: 73	-361.00
11/14/2023	Bill Payment (Check)	ACH	Kunz PC	Invoice: 74	-205.00
11/14/2023	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01415	-8,903.00
11/14/2023	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 335658	-16,439.51
11/14/2023	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice 908610	-2,459.17
11/14/2023	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 908611	-2,684.73
11/14/2023	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 908614	-10,916.61
11/14/2023	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 908620	-2,367.50
11/14/2023	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 908621	-11,153.13

11/14/2023	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 908618	-1,740.00
11/22/2023	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 333699	-6,878.00
11/22/2023	Check	ACH	Emery County	Claim: EME0000322023	-1,975.50
11/22/2023	Check	ACH	Weber County	Claim: WEB0002002023	-634.47
11/22/2023	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01418	-835.02
11/22/2023	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01419	-2,572.78
11/22/2023	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01420	-18,893.75
11/22/2023	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01421	-9,589.22
11/22/2023	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01422	-4,249.50
11/22/2023	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01423	-13,559.50
11/22/2023	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 330857	-1,676.50
11/22/2023	Check	BILLPAY	The Equitable Finance Company	Claim: WEB0001972023	-5,875.56
11/22/2023	Bill Payment (Check)	BILLPAY	Utah Department of Transportation	Invoice: 2440000093	-4,164.50
11/22/2023	Bill Payment (Check)	ACH	Frontier Adjusters, Inc.	Invoice: T1085676	-520.50
11/22/2023	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 333707	-2,992.50
11/22/2023	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 333705	-4,033.33
11/22/2023	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 333703	-3,273.50
11/22/2023	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 333701	-2,508.00
11/22/2023	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 333700	-2,270.50
11/30/2023	Check	ACH	Garfield County	Claim: GAR0000162023	-42,247.00
11/30/2023	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01425	-2,120.00
12/08/2023	Check	ACH	Millard County	Claim: MIL0000522023	-18,833.33
12/08/2023	Check	ACH	Ty Daley	Claim: WEB0002022023	-6,279.41
12/08/2023	Check	BILLPAY	CSM in trust for Garrison Property And Casualty Insurance Company	Claim: SEV0000502023	-2,397.23
12/08/2023	Bill Payment (Check)	ACH	Suitter Axland	Invoice: 2978	-2,924.00
12/08/2023	Check	ACH	Davis County	Claim: DAV0001292023	-1,786.55
12/08/2023	Bill Payment (Check)	ACH	Kunz PC	Invoice: 77	-4,788.00
12/08/2023	Bill Payment (Check)	ACH	Kunz PC	Invoice: 78	-2,464.93
12/08/2023	Bill Payment (Check)	ACH	Kunz PC	Invoice: 79	-4,769.00
12/08/2023	Bill Payment (Check)	ACH	Kunz PC	Invoice: 80	-2,034.00
12/08/2023	Check	BILLPAY	MacArthur Heder & Mettler, PLLC	Claim: IRO0000432021	-6,000.00
12/08/2023	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 338367	-133.00
12/08/2023	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 338370	-5,054.00
12/08/2023	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 338371	-3,382.00
12/08/2023	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 338544	-3,413.59
12/08/2023	Bill Payment (Check)	ACH	Frontier Adjusters, Inc.	Invoice: T1087095	-779.59
12/08/2023	Bill Payment (Check)	BILLPAY	Enterprise Rent-A-Car Company of UT, LLC	Rental: 2FSP4C	-869.21
12/08/2023	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01427	-10,126.05
12/08/2023	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01429	-23,697.50
12/08/2023	Bill Payment (Check)	ACH	Suitter Axland	Invoice: 2973	-2,305.00
12/08/2023	Bill Payment (Check)	ACH	Suitter Axland	Invoice: 2974	-35,757.99
12/08/2023	Bill Payment (Check)	ACH	Suitter Axland	Invoice: 2975	-2,106.94
12/08/2023	Bill Payment (Check)	ACH	Suitter Axland	Invoice: 2977	-484.00
12/08/2023	Bill Payment (Check)	ACH	Suitter Axland	Invoice: 2976	-428.50
12/08/2023	Check	ACH	Anderson Hinkins, LLC	Claim: WEB0001362021	-136,000.00
12/18/2023	Check	ACH	Weber County	Claim: WEB0001902023	-2,358.84
12/18/2023	Check	ACH	Davis County	Claim: DAV0001302023	-1,005.46

12/18/2023	Check	ACH	Davis County	Claim: DAV0001282023	-1,505.20
12/18/2023	Check	BILLPAY	Cannon Law Associates	Claim: WEB00001732022	-7,800.00
12/18/2023	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 336434	-2,194.50
12/18/2023	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01432	-11,354.50
12/18/2023	Bill Payment (Check)	ACH	Dunn & Dunn, PC	Invoice 37921	-9,254.00
12/18/2023	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 336431	-4,082.00
12/18/2023	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 336433	-7,714.00
12/18/2023	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 336436	-9,367.00
Total for 500-000000-10010100 ZionsMLC					- \$ 1,199,913.93
500-000000-10010100 ZionsMLE					
10/26/2023	Check	ONLINE	Utah Retirement Systems	Confirmation: 102517467453	-18,506.08
10/26/2023	Bill Payment (Check)	ONLINE	US Bank	Confirmation: 474-520185-23	-2,654.93
10/27/2023	Check	BILLPAY	Simeon Weston	Expense Reimbursement (JUL) BA Board Meeting	-296.00
10/27/2023	Check	ACH	San Juan County	Reimbursement	-366.80
10/27/2023	Check	ACH	Public Employees Health Program	Account: AC-0000002101 (NOV)	-10,988.14
10/27/2023	Check	ACH	Public Employees Health Program	Invoice 0124022273	-581.95
10/27/2023	Check	ACH	PEHP-LTD	Agency: 1076	-323.24
10/27/2023	Check	ACH	Christopher Crockett	Board Meeting Reimbursement	-60.26
10/27/2023	Check	BILLPAY	Mike Wilkins	Board Meeting Reimbursement	-226.63
10/27/2023	Check	ACH	Craig Blake	Board Meeting Reimbursement	-214.84
10/27/2023	Check	ACH	Stan Summers	Board Meeting Reimbursement SW Board Meeting	-104.80
10/27/2023	Check	BILLPAY	Rich County	Reimbursement	-179.47
10/27/2023	Bill Payment (Check)	ACH	Arthur J. Gallagher & Co.	Invoice: 4501783	-3,218.00
10/27/2023	Check	ACH	Korby M. Siggard	Expense Reimbursement (OCT)	-60.00
10/27/2023	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 330853	-2,641.00
10/27/2023	Check	ACH	Bob Stevenson	Board Meeting Reimbursement	-32.75
10/31/2023	Payroll Check	DD	Korby M. Siggard	Pay Period: 10/16/2023- 10/31/2023	-2,226.77
10/31/2023	Payroll Check	DD	Lance Welch	Pay Period: 10/16/2023- 10/31/2023	-3,112.82
10/31/2023	Payroll Check	DD	Marty L. Stevens	Pay Period: 10/16/2023- 10/31/2023	-2,679.95
10/31/2023	Payroll Check	DD	Johnnie R. Miller	Pay Period: 10/16/2023- 10/31/2023	-4,358.81
10/31/2023	Payroll Check	DD	Johnnie R. Miller	Pay Period: 10/16/2023- 10/31/2023	-2,000.00
10/31/2023	Payroll Check	DD	Danielle Davis	Pay Period: 10/16/2023- 10/31/2023	-2,016.09
10/31/2023	Payroll Check	DD	Alyssa Michale	Pay Period: 10/16/2023- 10/31/2023	-1,659.94
10/31/2023	Payroll Check	DD	Sonya J. White	Pay Period: 10/16/2023- 10/31/2023	-3,221.52
10/31/2023	Tax Payment		IRS	Tax Payment for Period: 10/28/2023-10/31/2023 EFT ACKNOWLEDGEMENT NUMBER: 270370400583231	-7,710.77
10/31/2023	Tax Payment		UT State Tax Commission	Tax Payment for Period: 10/01/2023-10/31/2023 e-Check Payment confirmation number: 0- 379-319-360	-2,643.81

10/31/2023	Check	ONLINE	Nationwide Retirement Solutions	Entity: 0036786001	-4,218.21
11/03/2023	Check	ACH	Johnnie R. Miller	Expense Reimbursement (OCT) UCIP Speaker Lodging	-457.83
11/14/2023	Bill Payment (Check)	BILLPAY	Utah Prosecution Council	Reimbursement	-513.60
11/14/2023	Bill Payment (Check)	BILLPAY	TCNS, Inc.	Invoice: 8285	-847.50
11/14/2023	Bill Payment (Check)	ACH	Object Systems International, LLC	Invoice: 12045	-180.00
11/15/2023	Payroll Check	DD	Johnnie R. Miller	Pay Period: 11/01/2023- 11/15/2023	-4,358.82
11/15/2023	Payroll Check	DD	Alyssa Michale	Pay Period: 11/01/2023- 11/15/2023	-1,514.32
11/15/2023	Payroll Check	DD	Korby M. Siggard	Pay Period: 11/01/2023- 11/15/2023	-2,226.75
11/15/2023	Payroll Check	DD	Johnnie R. Miller	Pay Period: 11/01/2023- 11/15/2023	-2,000.00
11/15/2023	Payroll Check	DD	Marty L. Stevens	Pay Period: 11/01/2023- 11/15/2023	-2,440.66
11/15/2023	Payroll Check	DD	Sonya J. White	Pay Period: 11/01/2023- 11/15/2023	-3,221.51
11/15/2023	Payroll Check	DD	Danielle Davis	Pay Period: 11/01/2023- 11/15/2023	-1,861.78
11/15/2023	Payroll Check	DD	Lance Welch	Pay Period: 11/01/2023- 11/15/2023	-3,112.82
11/15/2023	Tax Payment		IRS	Tax Payment for Period: 11/15/2023-11/17/2023 EFT ACKNOWLEDGEMENT NUMBER: 270371992920997	-7,532.56
11/22/2023	Check	ACH	Marty L. Stevens	Reimbursable Expenses (NOV)	-384.90
11/22/2023	Check	ACH	Lance Welch	Expense Reimbursement (NOV)	-379.90
11/22/2023	Check	ACH	Korby M. Siggard	Expense Reimbursement (NOV)	-38.00
11/22/2023	Check	ACH	Danielle Davis	Reimbursable Expenses (NOV)	-396.45
11/22/2023	Bill Payment (Check)	ACH	Utah Association of Counties	Invoice: 7266	-529.11
11/22/2023	Check	ACH	Alyssa Michale	Reimbursable Expenses (NOV) Confirmation:	-451.96
11/28/2023	Bill Payment (Check)	ONLINE	US Bank	4485594555657814	-8,855.79
11/28/2023	Check	ONLINE	Utah Retirement Systems	Confirmation: 11284385776	-18,506.08
11/30/2023	Payroll Check	DD	Johnnie R. Miller	Pay Period: 11/16/2023- 11/30/2023	-2,000.00
11/30/2023	Payroll Check	DD	Johnnie R. Miller	Pay Period: 11/16/2023- 11/30/2023	-4,358.81
11/30/2023	Payroll Check	DD	Korby M. Siggard	Pay Period: 11/16/2023- 11/30/2023	-2,226.76
11/30/2023	Payroll Check	DD	Alyssa Michale	Pay Period: 11/16/2023- 11/30/2023	-1,514.34
11/30/2023	Payroll Check	DD	Danielle Davis	Pay Period: 11/16/2023- 11/30/2023	-1,861.77
11/30/2023	Payroll Check	DD	Lance Welch	Pay Period: 11/16/2023- 11/30/2023	-3,112.82
11/30/2023	Check	ACH	Johnnie R. Miller	Expense Reimbursement (NOV)	-670.66
11/30/2023	Check	ONLINE	Nationwide Retirement Solutions	Entity: 0036786001	-4,218.21
11/30/2023	Check	ACH	PEHP-LTD	Agency: 1076	-323.24
11/30/2023	Check	ACH	Public Employees Health Program	Invoice 0124030139	-581.95
11/30/2023	Payroll Check	DD	Sonya J. White	Pay Period: 11/16/2023- 11/30/2023	-3,221.52

11/30/2023	Payroll Check	DD	Marty L. Stevens	Pay Period: 11/16/2023-11/30/2023	-2,440.66
11/30/2023	Check	ACH	Public Employees Health Program	Account: AC-0000002101 (DEC)	-10,988.14
11/30/2023	Tax Payment		IRS	Tax Payment for Period: 11/29/2023-12/01/2023 EFT ACKNOWLEDGEMENT NUMBER: 270373490778314	-7,532.51
11/30/2023	Tax Payment		UT State Tax Commission	Tax Payment for Period: 11/01/2023-11/30/2023 e-Check Payment confirmation number: 0-267-267-136	-2,643.82
12/08/2023	Bill Payment (Check)	ACH	Utah Association of Counties	Invoice: 7276	-16,900.00
12/15/2023	Payroll Check	DD	Korby M. Siggard	Pay Period: 12/01/2023-12/15/2023	-2,226.75
12/15/2023	Payroll Check	DD	Johnnie R. Miller	Pay Period: 12/01/2023-12/15/2023	-4,358.81
12/15/2023	Payroll Check	DD	Johnnie R. Miller	Pay Period: 12/01/2023-12/15/2023	-2,000.00
12/15/2023	Payroll Check	DD	Danielle Davis	Pay Period: 12/01/2023-12/15/2023	-1,861.76
12/15/2023	Payroll Check	DD	Sonya J. White	Pay Period: 12/01/2023-12/15/2023	-3,221.52
12/15/2023	Payroll Check	DD	Marty L. Stevens	Pay Period: 12/01/2023-12/15/2023	-2,440.65
12/15/2023	Payroll Check	DD	Lance Welch	Pay Period: 12/01/2023-12/15/2023	-3,112.82
12/15/2023	Tax Payment		IRS	Tax Payment for Period: 12/13/2023-12/15/2023 EFT ACKNOWLEDGEMENT NUMBER: 270374902913508	-7,532.59
12/15/2023	Payroll Check	DD	Alyssa Michale	Pay Period: 12/01/2023-12/15/2023	-1,514.33
12/18/2023	Bill Payment (Check)	ACH	Arthur J. Gallagher & Co.	Invoice: 4942213	-3,176.00
12/18/2023	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 336429	-95.00
Total for 500-000000-10010100 ZionsMLE					-\$ 232,249.36

type of property, construction, geographic area, zone, location, or peril.

If covered under this **Addendum**, any sublimit for Earthquake or Flood is the maximum amount potentially recoverable for all insured loss, damage, expense, time element or other insured interest arising from or relating to such an occurrence. All other sublimits are a part of, and do not increase the EARTHQUAKE or FLOOD sublimit.

Further, if FLOOD occurs in conjunction with an EARTHQUAKE, the FLOOD sublimit applies within and erodes the sublimit for that WINDSTORM, NAMED WINDSTORM, EARTHQUAKE or EARTH MOVEMENT.

When a sublimit is shown as applying as an annual aggregate, the **Pool's** maximum Limit of Coverage will not exceed such limit during any fiscal year of the **Pool** regardless of the number of **Members**, COVERED PROPERTIES and coverages involved.

The following sublimits apply to all losses regardless of the number of **Members**, COVERED PROPERTIES and coverages involved. Any sublimit for EARTHQUAKE and FLOOD is the maximum Limit of Coverage for all loss, damage, expense or TIME ELEMENT loss relating to such an **Occurrence**.

Sublimits All Members :	Sublimits Per Member :	
\$25,000,000	\$2,500,000	ACCOUNTS RECEIVABLE
\$2,500,000	\$250,000	ANIMALS USED FOR RESEARCH
\$25,000,000	\$5,000,000	AUTOMATIC COVERAGE (NEWLY ACQUIRED)
\$10,000,000	\$1,000,000	BUSINESS INCOME AND EXTRA EXPENSE COMBINED
\$2,500,000	\$250,000	CONTINGENT BUSINESS INCOME/CONTINGENT EXTRA EXPENSE
\$1,000,000	\$100,000	CONTINGENT TAX REVENUE INTERRUPTION
\$25,000,000	\$2,500,000	DEBRIS REMOVAL (lesser of 25% of property damage loss or the sublimit shown)
\$5,000,000	\$500,000	DECONTAMINATION COSTS
\$1,000,000	\$100,000	DEFERRED PAYMENTS
\$100 125,000,000	\$10,000,000	EARTHQUAKE— <u>Both sublimits are Per-per</u> Occurrence and Annual Aggregate

2. LIMITS OF COVERAGE

a. Regardless of the number of:

- (i) **Covered Parties;**
- (ii) **Claims** made or suits brought; or
- (iii) Persons or organizations making **Claims** or bringing suits

the **Pool's** obligation to indemnify as the result of any one **Occurrence** is \$5,000,000, subject to a \$10,000,000 Annual Aggregate, less the amount of the **Member's** deductible.

b. The following sublimits also apply:

- (i) Herbicide and Pesticide Application: \$50,000 per **Occurrence**, \$250,000 Annual Aggregate;
- (ii) Sewer and Drain Backup: \$100,000 per **Occurrence**, \$500,000 Annual Aggregate;

c. Annual Aggregates are based on the Pool's fiscal year.

SECTION B EXCLUSIONS

In addition to the EXCLUSIONS APPLICABLE TO ALL COVERAGE PARTS and EXCLUSIONS APPLICABLE TO ALL LIABILITY COVERAGE PARTS, this COVERAGE PART V GENERAL LIABILITY does not apply to:

- 1. Any **Claim** for **Damages**, whether direct or consequential, or for any cause of action which is covered under any other Coverage Part of the **Addendum**.
- 2. **Bodily Injury, Property Damage, or Personal Injury** intended or expected from the standpoint of the **Covered Party**. This exclusion does not apply to **Bodily Injury, or Personal Injury** resulting from the use of reasonable force to protect persons or property.
- 3. **Damages** claimed for any loss, cost or expense incurred by the **Member** or any other person for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of the **Member's Product a Covered Party's Work, or Impaired Property**, if such product, work, or property is withdrawn from the market, or from use, because of any known or suspected defect, deficiency, inadequacy or dangerous condition therein.
- 4. **Bodily Injury, Property Damage, or Personal Injury** or any other **Damages** whatsoever caused by the ownership, maintenance, operation, loading or unloading, entrustment to others or use of an **Automobile** owned or operated by or rented or loaned to any Covered Party. This exclusion applies even if the **Claims** against any **Covered Party** allege negligence or other wrongdoing in the supervision, hiring, employment, training, or

COVERAGE PART VII PUBLIC OFFICIALS LIABILITY

2. Arising out of the deliberate violation of any federal, state, or local statute, ordinance, rule, or regulation committed by or with the knowledge and consent of the **Covered Party**.
3. Based upon or attributable to the rendering or failure to render any opinion, treatment, consultation or service if that opinion, treatment, consultation or service was rendered or failed to have been rendered while the **Covered Party** was engaged in any activity for which they received compensation from any source other than as a governmental subdivision or an employee of a governmental subdivision.
4. Arising out of estimates of probable costs or cost estimates being exceeded or for faulty preparation of bid specifications or plans or to injury to, destruction or disappearance of any tangible property (including **Money**) or the loss of use thereof.
5. Arising out of the failure to supply a specific amount of electrical power or fuel arising out of the interruption of the electrical power or fuel supply.
6. For which the **Covered Party** is entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a **Claim** under any agreement or agreements the term of which has commenced prior to the inception date of the **Addendum**.
7. Arising out of or in any way involving any employee benefit plan of the **Member**.
8. Covered under COVERAGE PART V GENERAL LIABILITY, COVERAGE PART VI LAW ENFORCEMENT LIABILITY or any other COVERAGE PART of the **Addendum**.
9. Arising out of a breach of contract other than an implied-in-fact employment contract.
10. For back pay, overtime pay or other incidents of compensation or benefits due to a **Member's** employees including any interest, tax or offsets thereon.
11. For any liability arising out of the providing of, or failure to provide, professional services by any lawyer, architect, engineer, or accountant.
12. Arising from any debt financing, including but not limited to bonds, notes, debentures and guarantees of debt.
13. Arising from tax credits or tax incentives or the application thereof; the formulation of tax rates; the assessment, appraisal or valuation of property; the assessment of taxes or other fees; the collection of taxes, fees or other amounts; the disbursement of tax refunds; and improperly collected taxes.
14. Arising from the **Covered Party's** activities in a fiduciary capacity or as a trustee or in any similar capacity including, but not limited to, duties, responsibilities or obligations in connection with any employee benefit plan or pension plan.
15. Arising from any **Claim** arising out of a breach of contract or out of liability assumed by a **Covered Party** under any contract or agreement.

COVERAGE PART VIII EMPLOYEE BENEFITS LIABILITY

SECTION A TERMS

1. COVERAGE PROVIDED

This COVERAGE PART VIII EMPLOYEE BENEFITS LIABILITY subject to the terms, exclusions, limits and conditions contained in the **Addendum**, covers the **Member** for those sums that the **Member** becomes legally obligated to pay as **Damages** because of any **Claim** arising out of any **Wrongful Act** to which this coverage applies.

Coverage for COVERAGE PART VIII EMPLOYEE BENEFITS LIABILITY is provided on a claims-made basis, as described in TERMS APPLICABLE TO ALL LIABILITY COVERAGE PARTS of the **Addendum**.

The **Pool** will indemnify the **Member** for the cost of attachment or similar bonds (but without any obligation on the part of the **Pool** to apply for or furnish such bonds).

2. LIMITS OF COVERAGE

a. Regardless of the number of:

(i) **Covered Parties**;

(ii) **Claims** made or suits brought; or

(iii) Persons or organizations making **Claims** or bringing suits.

the **Pool's** obligation to indemnify as the result of any one **Wrongful Act** is \$5,000,000 per **Wrongful Act** subject to a \$10,000,000 Annual Aggregate ~~for all loss exceeding \$3,000,000 per **Wrongful Act**~~, less the amount of the **Member's** deductible.

b. **Claims** or suits based on or arising out of the same act or interrelated acts of one or more **Covered Parties** will be considered to be based on a single **Wrongful Act** for purposes of determining the Limits of Coverage, irrespective of the time or area over which the acts occur.

SECTION B EXCLUSIONS

In addition to the EXCLUSIONS APPLICABLE TO ALL COVERAGE PARTS and EXCLUSIONS APPLICABLE TO ALL LIABILITY COVERAGE PARTS, this COVERAGE PART VIII EMPLOYEE BENEFITS LIABILITY does not apply to:

1. Any **Claim** arising out of any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humiliation.
2. **Bodily Injury, Property Damage or Personal Injury.**

UTAH COUNTIES INDEMNITY POOL OPERATIONS—IT AND COMPUTER SECURITY POLICY

SECTION A EFFECTIVE DATE AND FREQUENCY OF REVIEW

1. The effective date of this policy is January 1, 2024. Computer and email usage procedures and responsibilities have previously been addressed in the Personnel Standards of Conduct Policy adopted by the Board on April 21, 2022.
2. This policy should be reviewed annually by the Board.
3. This policy should also be reviewed by the Board any time that changes to laws or rules governing information technology and computer security of interlocal agencies are amended or recommendations are made by the UCIP CEO, which would require review and update to this policy.
4. Failure to review this policy in the frequency stated shall not nullify, void, limit or waive this policy or any action taken under this policy.
5. This policy is considered to be amended at the time any new federal or state law becomes effective, which conflicts with this policy, but only to the extent necessary to come into compliance with new law.

SECTION B PURPOSE

1. This policy of the Board relates to Information Technology and Computer Security.
2. This policy establishes basic rules for use of UCIP's computer systems including the Internet and email.
3. This policy establishes standards for the creation and protection of passwords used to conduct UCIP business.
4. This policy establishes guidelines for reporting unusual activity on UCIP computer systems and reporting cybersecurity incidents or privacy or security events.

SECTION C AUTHORITY

1. The Board has authority to adopt this policy under the UCIP Interlocal Agreement and Bylaws.

SECTION D APPLICABILITY AND SCOPE

1. This policy applies to all decisions regarding cybersecurity measures and protocols as approved by the Board.
2. This policy applies to all personnel of UCIP who have, or are responsible for, an account (or any form of access that supports or requires a password) on any system that resides at the UCIP offices, has access to the UCIP network, or stores any UCIP information.

SECTION E DEFINITIONS

1. Board: the Board of Directors of the Utah Counties Indemnity Pool.
2. CEO: the Chief Executive Officer of the Utah Counties Indemnity Pool.
3. Content Filtering: protection against illegal, inappropriate or objectionable attachments, downloads, malware, phishing, scanning, viruses, etc.
4. Critical Information: data that UCIP deems essential to continue its daily business.
5. Cyber-Attacks: social engineering, phishing, malware, spoofing, denial-of-service, identity-based, code interjection, etc.
6. Cybersecurity: the state of being protected against the criminal or unauthorized use of electronic data, or the measures taken to achieve this protection.
7. Director: a member of the Board of Directors of the Utah Counties Indemnity Pool.
8. IT: Information Technology.
9. Member: each of the Participating Members of UCIP as listed in the Coverage Addendum.
10. Sensitive Information: data that must be protected against unauthorized disclosure.
11. UCIP: the Utah Counties Indemnity Pool.

SECTION F POLICY STATEMENTS

1. It is the policy of the Board to secure Critical and Sensitive Information and data stored on UCIP computer systems.
2. It is the policy of the Board to assure UCIP employees annually receive cybersecurity awareness training.

3. It is the policy of the Board to have a qualified IT professional to maintain the security and protection of UCIP computer systems against cybersecurity incidents, events and cyber-attacks.
4. It is the policy of the Board to have a formal disaster recovery plan and business continuity plan that guides UCIP employees in setting the priority of UCIP's computer systems restoration to recover from a cybersecurity incident that impacts UCIP's business operations.
5. It is the policy of the Board that all Internet use must comply with applicable state and federal laws.

SECTION G PROCEDURES AND RESPONSIBILITIES

1. Critical and Sensitive Information includes credentials to log-in to UCIP's accounting system, claims system, website administrative access, member schedules, state and federal websites, benefits websites, and financial websites. These credentials may be stored in the password manager Keychain Access.
2. UCIP shall identify vendors that store UCIP's Critical and Sensitive Information on their websites and/or networks.
3. UCIP's Critical and Sensitive Information shall be backed-up, stored and encrypted offline on a different logical or physical network such as a cloud backup to support recovery from a catastrophic cybersecurity incident. In addition, Critical and Sensitive Information shall be backed-up no less than twice weekly, stored and encrypted on a physical hard-drive. Access to back-ups shall be limited. One physical back-up hardware shall be stored offsite and one physical back-up hardware shall be stored onsite locked in a fireproof box.
4. UCIP employees shall use multi-factor authentication when logging-in to their UCIP computer.
5. UCIP employees shall receive mandatory cybersecurity awareness training annually. Training will include the expectations of UCIP employees to recognize common cyber-attacks and the process of reporting possible cybersecurity incidents or other types of cyber-attacks.
6. Any UCIP employee suspecting or noting a security incident, data breach or potential system compromise, or malicious activity shall immediately contact the CEO or UCIP's IT professional.
7. UCIP shall report privacy or security events or cybersecurity incidents to insurance carriers, law enforcement and incident support vendors.

8. UCIP employees shall timely apply maintenance and cybersecurity patches to software on UCIP computer systems.
9. UCIP's IT professional shall install cybersecurity tools and systems that monitor who is utilizing the UCIP network, when they are on the network and what network resources they are using.
10. UCIP's IT professional shall implement tools to automatically monitor, log and report unusual and unauthorized activities that occur on UCIP computer systems.
11. UCIP's IT professional shall install email ~~content~~Content filtering-Filtering and web ~~content~~Content filtering-Filtering and web ~~content~~Content filtering-Filtering to identify unauthorized activity, malicious attachments and other prohibited activity that may negatively impact UCIP computer systems and network.
12. UCIP shall maintain software and hardware that is supported by the manufacturer or vendor on all UCIP computer systems.
13. UCIP employees use a password manager to organize and manage passwords securely on UCIP computer systems. Safeguards to select passwords include:
 - a. Using different passwords for different accounts;
 - b. Using multi-factor authentication;
 - c. Length and complexity;
 - d. Passwords that are hard to guess but easy to remember;
 - e. Passwords must not be revealed to others, with the exception of the CEO in accordance with the Business Continuity/Disaster Recovery Policy; and
 - f. Passwords must not be inserted in e-mail messages or other forms of electronic communication.
14. The usage of UCIP computer systems, Internet and e-mail by UCIP employees are outlined in accordance with the Personnel—Standards of Conduct Policy.
15. When receiving emails, UCIP employees shall use techniques provided in their cybersecurity awareness training to identify suspicious emails and shall not click on any links or attachments until the source of the email is confirmed to be legitimate.

SECTION H REVISION HISTORY

1. Adopted: January 1, 2024

SECTION I APPENDICES

1. Critical and Sensitive Information Stored With Vendors Listing

UTAH COUNTIES INDEMNITY POOL BOARD MEETING RULES OF ORDER AND PROCEDURE POLICY

SECTION A EFFECTIVE DATE AND FREQUENCY OF REVIEW

1. The effective date of this policy is April 19, 2018.
2. This policy should be reviewed annually, but not less than every five years by the Board.
3. This policy will also be reviewed any time that changes to laws or rules governing the rules of procedure of Board Meetings of interlocal agencies are amended or recommendations are made by the UCIP Board Chair, ~~or~~ or CEO ~~or CFO~~, which would require review and update to this policy.
4. Failure to review this policy in the frequency stated shall not nullify, void, limit or waive this policy or any action taken under this policy.
5. This policy is considered to be amended at the time any new federal or state law becomes effective which conflicts with this policy, but only to the extent necessary to come into compliance with new law.

SECTION B PURPOSE

1. This policy outlines the ~~Rules-rules~~ of order and Procedure-procedure of Meetings of the Board in accordance with Utah Code Ann. §11-13-404(3)(b)(i) and the UCIP Interlocal Agreement.
2. The purpose of having formal written rules of order and procedure is to assure efficiency and compliance in all Meetings conducted by the Board.

SECTION C AUTHORITY

1. The Board has authority to implement this policy under the UCIP Interlocal Agreement and Bylaws.

SECTION D APPLICABILITY AND SCOPE

1. This policy applies to all Meetings of the Board when acting as a Public Body.
2. Meetings of the Board will include Meetings held in person and electronically. ~~Meetings held electronically will also comply with the policies and procedures identified in the Electronic Meeting Policy of the Board.~~

3. All Meetings of the Board will be held in compliance with the Utah Open and Public Meetings Act (OPMA) and any procedure of this policy in conflict with OPMA shall be considered modified to the extent necessary to comply with OPMA.

SECTION E DEFINITIONS

1. Agenda: means the properly noticed list of items for discussion, deliberation or action of a Meeting of the Board.
2. Board: the UCIP Board of Directors.
3. Chair: the individual conducting a Meeting of the UCIP Board of Directors.
4. CEO: the Chief Executive Officer of the Utah Counties Indemnity Pool.
5. ~~CFO: the Chief Financial Officer of the Utah Counties Indemnity Pool.~~
6. Clerk: the individual ~~taking the minutes of a meeting of~~appointed by the Board.
7. Meeting: a Meeting as defined in OPMA.
8. Parliamentarian: the CEO shall serve as Parliamentarian of the Board. The Parliamentarian should be a person knowledgeable in parliamentary procedures and specifically these Rules of Order and Procedure.
9. Public Body: the meaning as defined in OPMA.
10. OPMA: the Utah Open and Public Meetings Act.

SECTION F POLICY STATEMENTS

1. These rules of procedure shall be made available to the public at each Meeting of the Board and on the UCIP website.
2. The individual Board member who chairs a Meeting of the Board shall assure these ~~rules~~ Rules of Order and ~~procedure~~ Procedure are adhered to during the Meeting.
3. The Board considers agenda items such as Other Business, Open Forum or Public Comment not to meet the intent of OPMA's requirement for each agenda item to provide "reasonable specificity" of the item to be discussed or acted upon.
4. The Board interprets the ~~Open Public Meetings Act~~OPMA to provide a right to the public to "observe" its Meetings and record meetings if done in a non-disruptive manner. The Board does not consider the right to "observe" a Meeting to include a right to speak at a Meeting. The right to speak, "participate", is provided during a public hearing of the Board. Such right shall be provided for with reasonable limits on time and manner of

participating. The right to participate only extends to the public speaking on the issue which the public hearing is convened for. A person speaking to issues not on the agenda of a Meeting or hearing will be considered to be disrupting the Meeting or hearing.

SECTION G PROCEDURES AND RESPONSIBILITIES

~~The Board has adopted a code of conduct for its meetings which follows three basic rules of conduct:~~

- ~~1.——Courtesy is required at all times;~~
- ~~2.——Discussion of other member's motives is never allowed; and~~
- ~~3.——No one may speak on a motion a second time until everyone who wishes to do so has spoken once.~~
- ~~4.——The Chair of a meeting shall conduct each meeting and hearing in an orderly fashion, and shall limit discussion to items specifically identified on the agenda or public hearing notice. The Chair shall have discretion to remove an individual from a meeting or hearing if the person is disrupting the orderly conduct of the meeting. If the disruptive person is a Board member, the Chair may ask for a vote of the members to remove the Board member from the meeting, which will require a two-thirds vote of the members in attendance at the meeting.~~

~~The following rules of procedure shall be used for each meeting of the Board:~~

- ~~5.——The Chair of a meeting of the Board shall call the meeting to order at or as soon as practical after the time shown in the notice of each such meeting when a quorum of the Board is present.~~
- ~~6.——The roll of members present at each meeting shall be recorded in the minutes. Members present shall vote as to whether to excuse members absent from the meeting. Members absent shall be recorded in the minutes as an excused absence or unexcused absence.~~
- ~~7.——The Chair shall conduct the meeting in an orderly, efficient and civil manner, and in accordance with all requirements of OPMA.~~
- ~~8.——The Chair shall assure no deliberation or action is taken on an item which was not properly noticed on the agenda with reasonable specificity.~~
- ~~9.——The Chair shall open each item on the Agenda for discussion, deliberation and/or action, in the order shown on the properly noticed Agenda, unless the order of the Agenda has been modified by action of the Board. The Board may authorize the Chair to take agenda items out of order.~~

10. ~~No person attending the Meeting, either in person or through electronic means, shall address the Board until they have been recognized by the Chair. A person recognized shall surrender the floor when asked by the Chair to do so.~~
11. ~~The Chair shall not unreasonably refuse to recognize a member of the Board when the Board member requests to be recognized for purposes of discussion or making a motion on an item on the Agenda.~~
12. ~~The Chair shall have discretion to recognize staff, invited guests and the public to provide information or answer questions of the Board on items noticed for action or discussion on the agenda. The Chair shall have discretion to limit time provided to staff, invited guests and the public when they are recognized to speak on an item.~~
13. ~~A member of the Board who has been recognized by the Chair may make a motion to take action on an item that the Chair has opened for discussion on the Agenda, unless the motion for action is beyond the scope of the properly noticed Agenda item.~~
14. ~~The Chair shall solicit a second on a motion made by a member of the Board. If no member of the Board seconds the motion, the Chair shall announce the motion failed for lack of a second.~~
15. ~~If a motion is made and seconded, the Chair shall solicit further discussion of the Board on the motion.~~
16. ~~A member of the Board seconding a motion may request a friendly amendment to the motion prior to seconding the motion. If the member of the Board who made the motion agrees to the friendly amendment, the Chair shall move forward with the amended motion.~~
17. ~~A friendly amendment may be made by a member of the Board who is not the maker or second of a motion. The Chair shall confirm the maker and second of a motion are in favor of the friendly amendment before the motion is amended.~~
18. ~~A motion made and seconded when a motion that has been seconded is pending, shall be voted on prior to the previously pending motion.~~
19. ~~If a motion fails for lack of a second, or fails upon a vote of the Board, a new motion may be made by any member of Board on the item, once they have been recognized by the Chair.~~
20. ~~A member of the Board who believes further discussion on a motion is not needed may call the question to have a vote taken on the motion.~~
21. ~~The Chair shall call for a vote on the motion when satisfied there is no further discussion necessary, or the question has been properly called.~~

- ~~22. The Chair shall call for a vote on a motion by repeating or having the Clerk repeat the motion and asking for all those in favor to signify by specific sign, and all those opposed to signify by specific sign. During an electronic meeting, at the Chair's discretion, a vote may be taken by first asking for all those opposed to signify by specific sign to determine if support is unanimous.~~
- ~~23. If the vote on a motion is not unanimous, the Chair shall conduct a roll call vote to assure the vote of each member of the Board is documented in the minutes of the meeting. A member choosing to abstain from a vote shall specifically state so at the time of the vote.~~
- ~~24. When all business to be conducted on the Agenda has been acted upon, the Chair shall solicit, or a member of the Board may offer, a motion to adjourn the meeting. If a second is made on a motion to adjourn, the Chair shall adjourn the meeting without debate.~~

1. Chair

The Chair of any Meeting of the Board shall be the individual as determined by the Bylaws.

a. Duties of the Chair

The Chair shall preside at all Meetings of the Board conducted under these Rules of Order and Procedure. As the presiding officer, the Chair shall assure proper order of the Board and public during the Meeting, which includes the following duties:

- (i) Review and approve an agenda to be published publicly for each Meeting;
- (ii) Announce the item of business before the Board in the order in which it is to be acted upon;
- (iii) Recognize persons wishing to have the floor for presentation or discussion;
- (iv) Receive and submit to the Board all motions presented by the Board;
- (v) Receive documents to be placed into the record, and assure all records available to the Board at the Meeting are also made available to the public as applicable;
- (vi) Review each motion made to determine if the motion is in order;
- (vii) After appropriate discussion and deliberation, put each motion to a vote;
- (viii) Announce the result of each vote of the Board;
- (ix) Rule on any point of order or procedure, after receiving advice from the Board's legal counsel, if requested, with such ruling being final;
- (x) Maintain order at Meetings; and

- (xi) Manage the Meeting efficiently, moving the agenda along including holding down redundancy in discussion and calling the question when appropriate.

Acting as the presiding officer of a Meeting in no way limits or precludes the Chair from participating in each Meeting as a member of the Board, including the right to participate in discussion, debate, make motions and vote.

2. Clerk

a. Duties of the Clerk

The Clerk shall attend all Meetings of the Board. The Clerk to the Board shall perform the following duties:

- (i) Oversee the process for persons to request an item be placed on the agenda;
- (ii) Draft an agenda for each Meeting of the Board and provide the draft to the Chair with adequate time for their review and approval prior to noticing the agenda;
- (iii) Provide notice of each Meeting in accordance with state statute, including providing notice of the agenda with at least 24 hours notice;
- (iv) Assemble a packet of information for each Meeting, provide such packet to the members of the Board in advance of the Meeting, and assure at least one copy of the packet is available for public inspection at the Meeting;
- (v) Assure these Rules of Order and Procedure are available for public inspection at each Meeting of the Board;
- (vi) Assure the anchor location of each Meeting is accessible for the public to reasonably observe the Meeting;
- (vii) Coordinate systems to allow members of the Board, and members of the public, if necessary, under these Rules of Order and Procedure, to attend or observe the Meeting electronically;
- (viii) Take minutes of each Meeting of the Board, assuring that draft minutes are available within a reasonable period after the Meeting, that a draft of minutes are provided to the Board at the next regular Meeting of the Board for their approval, and that approved minutes are available to the public within three days of the date approved by the Board;
- (ix) Make recordings of each Meeting which are unaltered and unedited, mark the recordings with the date and time of the Meeting and assure the recording is available to the public within a reasonable period after the Meeting; and

- (x) Provide the Chair all necessary affidavits, statements and other documents for the Chair's signature in conjunction with Meetings.

3. Quorum

a. Calculating a Quorum

A quorum of the Board shall be required to call a Meeting to order, and to continue conducting business as the Board. A quorum of the Board is a simple majority of the number of individuals currently holding a position on the Board. A member of the Board participating in a Meeting electronically, in accordance with the Board's electronic Meeting policy, is considered in attendance for purposes of determining a quorum. Proxy voting is not allowed under these Rules of Order and Procedure, and no claim of a proxy vote shall be used in determination of a quorum.

b. Loss of a Quorum During a Meeting

If during the course of a Meeting that was properly called to order with a quorum, members of the Board leave the Meeting to the extent that a quorum is lost, the Chair should immediately announce that a quorum has been lost and the Board may not conduct business until a quorum is regained. The Chair may call a recess of the Meeting to allow time for a quorum to be regained, may move to purely administrative items on the agenda, or may rule the Meeting to be adjourned if it is clear a quorum will not be regained in a reasonable period of time. Any motion made, deliberation on an action or attempt to vote on a motion when a quorum is not present must be ruled out of order by the Chair. When a quorum is regained after being lost during a Meeting, the Chair should announce a quorum is present and should return to business at the point the quorum was lost.

4. Agenda

- a. The Clerk for the Board shall prepare a draft agenda for each Meeting. The Chair shall review the draft and approve a final agenda for the clerk to include with the required notice of each Meeting. Each agenda item shall describe the item with reasonable specificity.

- b. Items may not be added to the agenda unless such items can be added with adequate time for the revised agenda to be noticed to the public in accordance with the Open and Public Meetings Act.

- c. Items on the agenda may be taken out of the order shown on the noticed agenda at the Chair's discretion.

5. Parliamentary Process

- a. Announce Agenda Item

The Chair should announce each agenda item to be considered by the Board. The Chair may clarify the scope of the item, assuring that deliberation and action on the item is within the scope of the description of the item on the noticed agenda.

b. Reports on Agenda Items

After announcing the item, the Chair should recognize staff and/or invitees to provide a report on the item, if appropriate. The Chair may also allow another member of the Board who is assigned to the agenda item to provide a report and in turn recognize staff and/or invitees. Invitees may be consultants, vendors or others the Chair or other member of the Board has determined can assist in providing an effective report to assist the Board in making an informed decision on the item. The Chair should recognize members of the Board to ask clarifying questions of staff and others providing reports, and may do so during or after the report, at the Chair's discretion.

c. Public Comment on Agenda Item

The Chair, in the Chair's discretion, may recognize members of the public in attendance to comment on the item, unless the item is of a nature that comment is not appropriate. The Chair may limit public comment by limiting the total amount of time for comment on an item or the amount of time any individual may comment, or both, at the Chair's discretion. The Chair should consider the duty to move the Meeting along efficiently when imposing limits on public comment. If a large number of individuals indicate they wish to comment, the Chair should endeavor to identify a reasonable number of persons to comment and have an equal number of persons on each side of the issue be recognized to comment. The Chair should also endeavor to eliminate duplication of comments. The Chair may recognize members of the Board to ask clarifying questions of those commenting, but should not allow this privilege to be used to extend comment of those on one side of the issue. The Chair should not allow members of the Board to debate with the public.

d. Discussion By Members of the Board

The Chair shall recognize members of the Board who wish to make comment on the item in the order members request the floor.

e. Making of a Motion—Motion First

When all reports, comment and discussion on the item are complete, the Chair should solicit a motion from the Board. The Chair should recognize the first member of the Board that indicates they are ready to make a motion, and that individual should state their motion clearly and concisely to the Chair and Board. A motion made that takes action on the item (not a procedural motion) is considered the main motion before the Board.

f. Making of a Motion—Motion Second

Once a motion first has been made, the chair may solicit or recognize a member of the Board that wishes to second the motion. A second of a motion moves the motion forward for deliberation.

and is not meant to be an indication of how the person making the second intends to vote on the motion.

g. Repeat the Motion

When a motion has been made and seconded, the Chair should have the motion repeated clearly to the Board by repeating the motion, having the maker of the motion repeat it, or having the Clerk repeat the motion. Once repeated the motion is before the Board for debate.

h. Ruling on Motions

For each motion made, the Chair should consider if the motion is in order, or out of order, and provide a ruling to the Board. The Chair may accept a second and begin debate while making the determination. If the Chair rules a motion to be out of order, the motion is dead, and the Chair should solicit an alternative motion. A motion may be out of order if it is not made timely, if it does not pertain to the agenda item currently under consideration, if it is outside the scope of the description of the agenda item properly noticed for the Meeting, if the motion raises the same question as a motion already acted upon by the Board at the Meeting, if the motion would cause the Board or the agency to act in a manner not consistent with law, or if it is a motion not allowed by these Rules of Order and Procedure. The Chair may consult with the Board's legal counsel and/or Parliamentarian in determining if a motion is in order, and may rule on the motion at any time prior to adjournment of the Meeting. If the Chair rules a motion was out of order after it has been voted on and passed, but prior to adjournment of the Meeting, the Chair may state the ruling on the motion, declare the action taken on the motion void and return to the agenda item to solicit a motion that is in order. If the Chair believes a motion was voted on that was out of order at a previous Meeting, the Chair should place the original item on the agenda of the next Meeting to declare the motion out of order and the action taken on the motion void, and solicit a motion that is in order on the item. Ruling a motion to be out of order is not meant to be used as a veto power by the Chair.

i. Debate on a Motion by Members of the Board

Once a motion has been made and seconded, the Chair should solicit debate on the motion by members of the Board. The Chair should first recognize the maker of the motion to begin debate on the motion, and then continue to recognize members of the Board in the order they indicate they wish to be recognized for debate on the motion. Each member of the Board should be recognized for debate before a member is recognized a second time during debate. The Chair should keep order during debate, and assure all debate is germane to the motion. Debate on a motion is limited to members of the Board, and is not open for comment or debate by others, however a member of the Board may ask pertinent questions of staff during debate, and the Chair may allow staff to answer questions during debate. All debate should be directed to the Chair, not directly to another member of the Board or staff. For instance, if a member who has been recognized wants to clarify a question with a staff member during debate, they should state something similar to "Mr/Madame Chair, could you ask to have staff confirm whether the cost associated with the motion is within the budget currently approved by the Board?" The Chair

would then ask a staff member to answer the question, and then return the floor to the Board member for additional debate.

j. Amending Motions

During debate a main motion may be amended by a motion to amend. If the maker of the main motion decides the motion should be amended, they may withdraw their motion to allow for a new main motion to be made, or may make a motion to amend the main motion. If a member of the Board other than the maker of the main motion intends to amend the motion, they may do so by asking for a friendly amendment, or by making a motion to amend. A friendly amendment can be made by the member of the Board identifying the simple amendment they propose. The Chair should ask the maker of the main motion and the member that seconded the motion if they agree with the amendment. If both the maker of the main motion and the second agree, the motion is amended and debate may continue on the amended motion. If the maker of the main motion or the second do not agree to an amendment, or if the member of the Board wants to make the amendment by separate motion, they may make a motion to amend. A friendly amendment or a motion to amend may only amend the main motion by adding words, striking words, or striking and adding words. Amendments should be simple in nature and must be germane to the main motion, meaning it in some way involves the same question raised by the main motion. If the motion to amend is not considered germane to the main motion, the Chair should rule it out of order. If a motion to amend is complex or is not germane to the main motion, it should be made as a motion to substitute the main motion. Once a motion to amend has been made and seconded, the maker of the motion to amend should be allowed to speak to the amendment. The Chair should then seek debate on the motion to amend. When debate on the motion to amend is complete, the Chair should put the motion to amend to a vote. If the motion to amend passes, the motion is amended, and debate may continue on the amended motion. If the motion to amend fails, the Chair should return the Board to debate on the original main motion.

k. Substitute Motions

During debate after a main motion has been made and seconded, a member of the Board may make a motion to substitute. A substitute motion may replace the main motion entirely, rather than amending the main motion, and need not be germane to the main motion, only to the item under consideration. If a motion to substitute is made and seconded, the Chair should recognize the maker of the substitute motion to speak to the substitute. The Chair should then seek debate on the substitute motion. A motion to amend a substitute motion should follow the same procedures as for an amendment on a main motion. When debate on the substitute motion is complete, the Chair should put the substitute motion to a vote. If the substitute motion passes, the main motion is considered moot and the Chair can move on to the next item on the agenda. If the substitute motion fails, the Chair should return to debate on the main motion. A motion to amend a substitute motion should follow the same procedures as for an amendment on a main motion.

l. Ending Debate on a Motion

When the Chair feels adequate debate has been provided on a motion, the Chair may announce that debate is closed and put the motion to a vote. The Chair should not end debate on a motion until each member of the Board has had an opportunity to speak at least once on the motion.

m. End Debate and Put the Motion to a Vote (Calling the Question)

A member of the Board may make a motion to end debate and put the motion to a vote if they feel the debate on the motion should end. The Chair should recognize a motion to end discussion and put the motion to a vote as a secondary motion to be dealt with prior to the main motion. The Chair may refer to the motion as “calling the question”. If the Chair agrees that adequate debate has been provided, the Chair may end debate and put the motion to a vote. If the Chair is not certain debate should end, a second to the motion should be solicited and the motion to end debate and put the motion to a vote, which is not debatable or amendable, should be put to a vote. A vote of two-thirds of the Board is necessary for a motion to call the question to pass.

n. Putting the Motion to a Vote

After repeating the motion to be acted upon the Chair should conduct the voice vote by asking all those in favor to signify by saying “aye”, and then asking all those opposed to signify by saying “nay”. If the Chair considers the vote to be unanimous, the Chair should announce the result as motion passes or motion fails. If the vote is not unanimous, the Chair should ask the clerk to call the roll for each member’s vote. Members of the Board should vote “aye” or “nay” on the motion.

o. Announce Outcome of the Vote

After the vote has been conducted, the Chair should announce the outcome of the vote, whether the motion passes or the motion fails. If the motion fails, the Chair should solicit a new motion on the item and the process begins anew for the new motion. If the motion passes, the Chair should move forward to the next item on the agenda.

p. Motion to Reconsider

Prior to adjournment of the Board a member of the Board that voted in the majority on a motion may make a motion to reconsider the motion. A motion to reconsider may be seconded by any member of the Board and the Chair shall put the motion to a vote, which must have a two-thirds majority to pass. If a motion to reconsider passes, the Chair should restate the original motion made, and put the motion to a vote following the same procedures as if the motion was being voted on for the first time.

q. Procedural Motions

There are several acceptable motions that are procedural in nature, rather than a motion to take an action on an agenda item. Some procedural motions are non-debatable, meaning the Chair should put these motions to a vote immediately after the motion has been seconded.

(i) Motion to Adjourn

This motion is made when a member of the Board feels the Board has conducted all business for the Meeting. If seconded, the motion is non-debatable, should be put to an immediate vote, and if the motion passes with a simple majority, the Chair should rule the Meeting adjourned. If the motion fails the Chair should continue the business before the Board.

(ii) Motion to Recess

This motion is made when a member of the Board wishes to recess the Meeting for a period of time, usually set by the Chair, after which the Meeting will resume. If the recess will be for an extended period of time or if the Meeting will resume in another location, the Chair should announce those details prior to the vote being taken. This motion is non-debatable and once seconded should be put to an immediate vote. A motion to recess passes with a simple majority vote.

(iii) Motion to Fix the Time to Adjourn

This motion is made when a member of the Board wishes to set the time at which the Meeting will be adjourned. This motion is non-debatable and once seconded should be put to an immediate vote. If the Board does not agree with the time identified in the motion, the motion must be defeated and a new motion to fix the time to adjourn made and seconded to a different time. A motion to fix the time to adjourn passes with a simple majority vote.

(iv) Motion to Table

This motion is made when a member of the Board wishes to have all discussion on the item end and the item be put on hold. The motion may include a specific time to bring the item up again, or it may not specify a time. If no time is specified, the item should be brought back up on the agenda of the next Meeting of the Board. This motion is non-debatable and once seconded should be put to an immediate vote, which passes with a simple majority.

(v) Motion to Strike an Item

This motion is made when a member of the Board wishes to preclude any discussion, debate or action being taken on an item, usually because they feel no action is necessary. Once seconded, the Chair should put the motion to a vote, which must pass with a unanimous vote.

(vi) Motion to Suspend the Rules

This motion is made when a member of the Board wishes to suspend the rules for a particular purpose, such as giving a speaker more time than normally allowed. This motion is debatable, which the Chair should allow after the motion is seconded. A motion to suspend the rules requires a unanimous vote to pass.

r. Motions Allowed as Interruptions

When a person has been recognized by the Chair, generally they should not be interrupted except by the Chair to call them into order, at which point the speaker should yield the floor back to the Chair. The following motions may be made by other members of the Board as an interruption of a person that currently has the floor.

(i) Point of Privilege

The proper interruption would be “point of privilege”. The Chair should ask the interrupter to “state your point”. Appropriate points of privilege relate to anything that would interfere with the normal comfort of the Meeting, for example, the room may be too hot or cold, or a noise might be interfering with a member’s ability to hear. The Chair should take appropriate action to deal with the point and then return the floor to the speaker who was interrupted.

(ii) Point of Order

The proper interruption would be “point of order”. The Chair should ask the interrupter to “state your point”. Appropriate points of order relate to anything that would not be considered appropriate conduct of the Meeting, for example if the Chair called for a vote on a motion that permits debate without allowing any discussion or debate. The Chair should immediately rule on the point of order issue, take action to correct the point of order, and then return the floor to the speaker who was interrupted, if appropriate.

(iii) Motion to Appeal

If the Chair makes a ruling that a member of the Board disagrees with, that member may appeal the ruling by stating “motion to appeal” immediately after the ruling, which requires a second and is debatable. If passed by a unanimous vote of members other than the Chair, the ruling of the Chair is reversed.

(iv) Call for Orders of the Day

The proper interruption would be “call for orders of the day”, but “call to return to the agenda” is also acceptable. This interruption is made when a member of the Board feels the discussion has strayed from the agenda and wishes to stop discussion and have the Chair return the Board to the proper business on the agenda. A call for orders of the day does not require a vote but should be ruled on by the Chair.

(v) Withdraw a Motion

During debate and discussion on a motion, but prior to a vote on the motion, the original maker of the motion may at any time interrupt a speaker to withdraw their motion. The motion is immediately deemed withdrawn and discussion or debate ceases. The Chair should then solicit a new motion on the item. A motion to withdraw a motion cannot be made after a vote has been taken, the appropriate motion by the original maker in that circumstance would be to make a motion to reconsider.

6. Public Hearings

If the Board conducts a public hearing as part of a regular public Meeting, the Chair should open and conduct the public hearing when it comes up on the agenda. The Chair shall allow all persons wishing to speak time to have the floor. The Chair may place reasonable limits on the amount of time each person has to speak. The Chair may also ask that members of the public wishing to speak not repeat the same comments others have made. The Chair should keep order during the public hearing and should not allow the use of profanity or obscene language, and should assure persons in the gallery keep quiet to allow the person providing comment to be heard. When all persons wishing to provide comment have been recognized, the Chair should adjourn the public hearing and call the regular Meeting back to order. If the Board allows public to observe Meetings electronically, members of the public observing electronically may not be recognized to comment during the hearing.

7. Public Comment

As the members of the Board make themselves available to be contacted by members of the public between Meetings, and as the Board has a policy and process for persons to request an issue be placed on the agenda, the Board does not allow public comment on items not properly noticed on the agenda.

8. Closed Session

a. Motion to Close the Meeting

When an agenda item to conduct a closed session is opened, a member of the Board should make a motion to close the Meeting or enter into closed session, and state the specific reason, as stated in statute, for holding the closed session. If the motion is seconded, the Chair should put the motion to a vote, and if the motion passes by a two-thirds majority, the Chair should announce that the Meeting is closed, state the reason for the closed session as stated in the motion, ask all members of the public and others that are not invited to be part of the closed session to exit the Meeting, and indicate they will be notified when the closed session is complete and Meeting resumes in open session. The Chair should provide instruction as to where the public and others should wait to be notified the Meeting is resuming open session.

b. Beginning a Closed Session

The Chair, or other person presiding over the closed session if not the Chair, should call the session to order by repeating on the recording for the record the time, date and place the closed session is being held, and the reason, as stated in the motion to close the Meeting, for holding the closed session. The Chair should then call for reports and discussion on the item.

c. Recordings

Closed session are required to be recorded with two exceptions. The exceptions are sessions to discuss the professional competency or physical or mental health of an individual or the

discussion of deployment of security equipment or personnel. If a closed session is not recorded by way of an authorized exemption, the Chair or person presiding over the closed session must sign an affidavit attesting that discussion was limited to the reason allowed to hold the closed session.

d. Limitation of Discussion

The Chair or person presiding over the closed session must assure that discussion is limited to the scope of the reason for which the closed session is being held. The Chair or person presiding over the closed session should stop any discussion beyond the scope of the reason for holding the closed session, as well as any deliberation on action to be taken once the Board reconvenes its regular Meeting.

e. No Final Actions During Closed Session

No motions may be made, other than a motion to end the closed session, during a closed session. Discussion must be limited to information on the issue and deliberation on any potential action to be taken. Any motion for a final action to be taken must be conducted in open session, if the item is on the agenda properly noticed. If the agenda does not include an item to allow for action to be taken related to the issue the closed session was held for, action must wait for a future Meeting where the item has been properly noticed on the agenda.

f. Ending a Closed Session

The only proper motion that may take place during a closed session of a Meeting is a motion to end the closed session and to return to the open session of the Meeting. Any member may make the motion and the Chair must call for a vote after a second.

9. Elections During Meetings

a. Announce Election

The Chair should announce the election to be held and review the method for conducting the election.

b. Nominations

If a nominating committee was utilized the Chair should ask the committee to report to the Board on the nominations of the committee. If a nominating committee was not utilized, the Chair should open the floor for nominations. Members of the Board may make nomination by simply stating their nomination. As a nomination is not a motion, no second is required for a nomination. The Chair should continue to solicit nominations until there are no further nominations made by members of the Board, and then announce that nominations are closed, announce the candidates that will be considered in the election, and call for a vote.

c. Election By Acclamation

Once one nomination has been made, a member of the Board may move to cease nominations and elect the candidate by acclamation of the Board. If seconded, the Chair shall call for a vote on the motion, and if the vote is unanimous, the candidate is successfully elected to the position. If the vote is not unanimous, the Chair should return to soliciting candidates under the normal procedure.

d. Required Votes

The candidate that receives the most votes in an election shall prevail in the election. If a tie vote occurs when there were more than two candidates, only the candidates that tied with the most votes will remain candidates and another vote will be conducted. A candidate may concede an election in the case of a tie vote between two candidates. When a tie occurs with two candidates and no candidate concedes the election, the Chair shall determine the successful candidate by lot, such as a coin toss.

10. Electronic Meetings

a. Notice of Electronic Meetings

The UCIP Chief Executive Officer shall assure that not less than 24 hours' advance public notice, including the agenda, date, time, location, and a description of how the Board members will be connected to the electronic Meeting, will be given for each electronic Meeting of the Board by:

- (i) Posting a written notice at the principal office of UCIP;
- (ii) Posting written notice at the Anchor Location;
- (iii) Providing notice to all Board members;
- (iv) Providing written or electronic notice to at least one newspaper of general circulation and to a local media correspondent;
- (v) Posting notice of the electronic Meeting on the Utah Public Notice Website created under Utah Code Ann. §63A-16-601 et. seq., 1953 as amended; and
- (vi) Providing any other additional notice or posting as directed by the Chair or the Board.

b. Quorum

Members of the Board attending a Meeting electronically are considered in attendance for all purposes of the Meeting, including calculation of a quorum.

c. Anchor Location

Electronic Meetings should be held at an anchor location, usually the normal Meeting place of the Board, which should be shown on the noticed Meeting agenda. The anchor location should accommodate members of the public to observe the Meeting. When the Chair determines that a Meeting will be held electronically without an anchor location, the Chair shall follow all procedures required by statute to hold such a Meeting. If an electronic Meeting is being held without an Anchor Location the public notice for that Meeting shall include:

- (i) A statement describing the Chair's determination;
- (ii) A summary of the facts upon which the Chair's determination is based; and
- (iii) Information on how a member of the public may attend the Meeting remotely by electric means.
- d. Public Access to Observe via Electronic Means

Public access to observe a Meeting via electronic means will only be provided when a Meeting is held without an anchor location for the public to attend. If a Meeting is held without an anchor location in accordance with the exceptions allowed by statute, and the Board is unable to provide the public electronic access due to technical or financial limitation allowed by statute, the Meeting may be held without such access.

- e. Proxy Voting

No member of the Board may provide a proxy to another member of the Board or any other individual, and no member of the Board may vote a proxy vote for another member. A person who has not been elected or appointed to the Board and taken an oath of office for such position who attempts to act in the capacity of a member of the Board, or vote by way of proxy for a member of the Board is in violation of state law.

11. Rules of Conduct for Meetings

The Chair is charged with the duty to maintain proper decorum during all Meetings of the Board. Other than members of the Board requesting to be recognized, all persons must wait to be recognized by the Chair before speaking, and must immediately stop speaking when the Chair orders them to yield the floor, which can be done by use of the gavel. Use of obscene, vulgar, profane, or threatening language, should not be allowed.

12. Suspension or Amendment of Rules

- a. Suspension of Rules

A member of the Board may ask to suspend the rules as part of a motion or request for action that would normally be out of order or otherwise a violation of the rules. Suspension of rules may be used to suspend a rule that is a self-imposed rule of the Board under these Rules of Order and Procedure, such as allowing a speaker additional time beyond that which was provided to them under the rules, but may not be used to suspend a rule required by law, such as going into

closed session without stating the purpose of the closed session or conducting business without a quorum. A separate motion to suspend is not made, nor does the motion need to indicate the rule that is being suspended. The member of the Board, once recognized by the chair, would state, "I move to suspend the rules and (state the motion or action that would normally be out of order)." A motion which includes suspending the rules must be seconded, is not debatable or amendable, and requires a two-thirds vote to pass.

b. Amendment of Rules

These Rules of Order and Procedure may only be amended by action of the Board taken in open Meeting when the agenda includes an item to amend the rules.

13. Enforcement of Rules

a. Chair's Control

The Chair is responsible to enforce these Rules of Order and Procedure at each Meeting of the Board. The Chair may rule on these Rules of Order and Procedure when there is division among the members of the Board on the interpretation or enforcement of a rule. The Chair may consult with the Board's legal counsel and/or Parliamentarian on a ruling and/or may allow input or debate on the rule from members of the Board prior to making a ruling. The Chair's ruling is final unless a member of the Board immediately upon the Chair's ruling moves to appeal a ruling which was made without support of legal counsel/Parliamentarian and/or input or debate from the members of the Board. A motion to appeal must be seconded and members of the Board other than the Chair must vote unanimously to overturn the Chair's ruling, or the Chair may reverse or amend a ruling after hearing the input from counsel and debate from the Board.

b. Warning By The Chair

The Chair may rule any person (Board member, staff member or audience member) to be in violation of these rules, and warn them to be silent or otherwise cease their violation.

c. Removal of Persons Disrupting Meeting

After providing a warning, the Chair may have a person, other than a member of the Board, removed from a Meeting if the Chair believes the person is willfully disrupting the Meeting to the extent that orderly conduct is seriously compromised.

d. No Enforcement By Third Parties

These Rules of Order and Procedure are an administrative policy, not ordinance. Failure to conduct a Meeting in strict accordance with these Rules of Order and Procedure does not create a claim for civil action, nullification of actions taken or any other compliance violation available for persons to take action on, with the exception of a member of the Board making a motion to reconsider based on an action taken in violation of these Rules of Order and Procedure.

SECTION G REVISION HISTORY

1. Original Policy Adoption: June 2014
2. Revised: April 19, 2018
3. Revised: June 21, 2019
4. Revised: June 18, 2021
5. Revised: December 16, 2021
6. Revised: December 21, 2023

SECTION H APPENDICES

1. ~~There are no appendices to this policy.~~ Rules of Order and Procedure Summary Table

Table 1 – Acceptable Motions

Motion	Purpose	Debatable	Amendable	Vote
Main Motion	A main motion is made to propose a specific action to be taken by the Board in response to an item on the agenda.	Yes	Yes	Majority
Friendly Amendment to a Motion	A request to make a friendly amendment to a motion is not a motion per se as it can be made effective if the maker of the motion and person seconding the motion both agree to the amendment	No	No	No Vote Needed
Amendment to a Motion	A motion to amend is used to make simple changes to a motion that is before the Board.	Yes	No	Majority
Substitute Motion	A substitute motion is made when an amendment to a motion would be significant, so a substitute motion is made, which is addressed by the Board in priority to the underlying motion.	Yes	No	Majority
Withdraw a Motion	The original maker of a motion can withdraw their motion at any time during discussion or debate on the motion and prior to a vote.	No	No	None Required
Reconsider	A person who voted in the majority on an item may make a motion to reconsider the item to bring the motion back to the Board for a new vote.	Yes	No	Two-Thirds
Cease Debate and Put the Question to a Vote	If a member of the Board feels adequate debate on a motion has been achieved, they may move to cease debate and put the question to a vote.	No	No	Two-Thirds
Table an Item	Made by a member of the Board when they want discussion/debate to end and hold the item for a specific time period or until the next meeting.	No	No	Majority

Motion	Purpose	Debatable	Amendable	Vote
Strike an Item	Made by a member of the Board when no action is to be take on an item on the agenda	No	No	Majority
Recess	A motion to recess can be made by a member of the Board when the Board members want to take a break for a specified time and then return to conduct the rest of its business. The Chair may also, at their discretion, call a recess for a specific period of time.	No	No	Majority or by Ruling of the Chair
Recess for Closed Session	Made by a member of the Board to recess the open public meeting to hold a closed session of the Board.	No	Yes	Two-Thirds
Cease Nominations and Elect Candidate by Acclamation	Made by a member of the Board during elections held by the Board to cease any further nominations and elect a nominated candidate.	No	No	Unanimous
Point of Privilege	Made by a member of the Board to address an issue of comfort or convenience.	No	No	Action by Chair
Point of Order	Made by a member of the Board when they believe there has been a violation of the rules.	No	No	Ruling by Chair
Call for Orders of the Day	Made by a member of the Board when they believe the discussion or debate has strayed from the agenda.	No	No	Ruling by Chair
Suspend the Rules	A member of the Board may motion to suspend the rules as part of a making a motion or asking for an action to be taken that would regularly be in violation of the rules.	No	No	Two-Thirds
Fix Time to Adjourn	Made by a member of the Board when a specific time to adjourn the meeting is desired.	Yes	Yes	Majority
Adjourn	A member of the Board may make a motion to adjourn when solicited by the Chair, or when they feel the business of the Board is complete and the meeting should be concluded.	No	No	Majority

Table 2 – Chair’s Notes for Conducting a Meeting

Call to Order	(Gavel) “It is (time) and I call this (regular, special or emergency) meeting of the (name of Board) to order. This meeting is being held (date) at (anchor location description), and electronically via (type of electronic meeting if applicable).”
Declaration of Quorum	If the policy of the Board is to have the Clerk call the roll for attendance at each meeting the Chair should instruct the Clerk to conduct the roll call. Once the roll is called the Chair should declare a ruling on a quorum. “The Clerk has taken the roll and we have a quorum to conduct business.” If a quorum is not present, the Chair should either indicate that “the Opening Ceremonies and other items not requiring action will be conducted to allow time for additional members of the Board to join the meeting”, or declare “the meeting is adjourned for lack of a quorum to conduct business.”
Opening Ceremonies	The Chair should conduct, or ask others to conduct, the Pledge of Allegiance, Invocation, and Introduction of Special Guests, as appropriate.
Consent Agenda	If the Board has a policy to use a consent agenda, the Chair should ask if there are any items on the consent agenda that any member would like to have pulled from the consent agenda to be addressed as a separate agenda item. If a member does request an item be pulled from the consent agenda, the Chair shall address that issue as a separate item after the vote on the consent agenda.
Action Items	The bulk of the agenda items are usually made up of items which require action to be taken by the Board. The Chair should move through the action items on the agenda using the process described in the Rules of Order and Procedure to announce the item, take reports from staff and consultants, take public comment if allowed, solicit motions, vote on motions made and announce the result of the vote.
Informational Items	The agenda may also include items that are informational in nature and do not require any formal action by the Board. These items may include informal reports from members of the Board, staff or consultants to update the Board on recent activity or planned activity. The Chair should move through these items, recognizing the member of the Board, staff member or consultant providing a report, solicit any clarifying questions from members of the Board, and then move on to the next item. As informational items are purely administrative in nature, some bodies may choose to hear these reports in a work session separate from the regular business meeting. If a work session includes only purely administrative issues, it need not be held as an open public meeting.
Closed Session	If a closed session is noticed on the agenda, the Chair should solicit a motion to enter closed session or close a meeting when that item comes up on the agenda. The motion should include the specific reason for holding the closed session. The motion must be seconded, is not debatable or amendable, and must pass by a two-thirds vote.

End Closed Session to Return to Open Session	A motion to end a closed session is the only motion allowed during a closed session, and ending the closed session is the only action that can be taken by the Board during a closed session. When the Chair feels discussion in the closed session is complete, a motion to end closed session to reconvene the open session of the meeting should be solicited. A motion to adjourn a closed session, like a motion to adjourn a regular meeting, should be seconded, is not debatable or amendable, and passes with a simple majority vote.
Cessation of Business Due to a Lack of a Quorum	If during the course of a meeting members of the Board leave the meeting resulting in loss of a quorum, the Chair should rule that business by the Board will cease unless or until a quorum is regained. The Chair may allow the meeting to proceed with purely administrative items from the Informational Items, or recess the meeting for a period of time if it is believed members of the Board absent will return to gain a quorum. If the Chair does not believe a quorum will be regained in a reasonable period of time after purely administrative items have been addressed, or at the end of a recess, the Chair should rule that the meeting is adjourned.
Adjournment	When all business of the Board has been completed, the Chair should solicit a motion to adjourn the meeting. A motion to adjourn should be seconded, is not debatable or amendable, and passes by a simple majority vote. If no member of the Board makes a motion to adjourn or the motion fails for a second, yet there is no further business for the Board to conduct, the Chair may rule that the meeting is adjourned.

UCIP Membership Application Summary

Name of Entity: Emery Emergency Medical Special Service District

Sponsoring County: Emery County

Type of Membership Applied for: Non-Equity

Enabling Statutes and Services Provided: 17D

Risk Factors:

Property: \$0
Contents: \$437,600
Auto: \$775,000
Mobile Equipment: \$0
Employees: 3
Board Members: 11
Revenue: \$700,000
Loss History: None

Additional Notes: Emery Emergency Medical Special Service District serves the local community through volunteer EMS services.

Proposed Liability Limits: **\$5,000,000** Current Liability Limits: **N/A**

UCIP Annual Contribution: **\$8,221** Current Insurance Premium: **N/A**

Staff Recommendation:

**ANNUAL NOTICE OF REGULAR MEETING SCHEDULE OF THE BOARD OF
DIRECTORS OF THE UTAH COUNTIES INDEMNITY POOL**

PUBLIC NOTICE is hereby given that the 2024 Annual Meeting schedule of the Board of Directors of the Utah Counties Indemnity Pool is as follows:

Regular meetings of the Board of Directors of the Utah Counties Indemnity Pool will be held on the dates, at the times and at the location of 5397 S Vine Street, Murray, Utah unless otherwise changed by action of a quorum of the Board of Directors of the Utah Counties Indemnity Pool.

TENTATIVE REGULAR MEETING DATES FOR 2024

February 15, 12:30 p.m.
April 18, 12:30 p.m.
June 20, 12:30 p.m.
August 15, 12:30 p.m.
October 17, 12:30 p.m.
December 19, 12:30 p.m.

A regular meeting may be canceled without notice by action of a quorum of the Board of Directors. When, because of unforeseen circumstances, it is necessary for the Board of Directors to hold an emergency meeting to consider matters of an emergency or urgent nature, the best notice practicable shall be given. No such emergency meeting of the Board of Directors shall be held unless an attempt has been made to notify all of the members of the Board of Directors and there is a majority vote in the affirmative to hold the meeting.

All regular meetings of the Board of Directors shall be open to the public unless closed by the Board of Directors in the manner described in §52-4-2, Utah Code Annotated, 1953 as amended, and, for a purpose described in §52-4-2, Utah Code Annotated, 1953 as amended.

ADOPTED AND APPROVED THIS 21 DAY OF December 2023.

BOARD OF DIRECTORS,
UTAH COUNTIES INDEMNITY POOL

Bruce Adams, President