UTAH
COUNTIES
INDEMNITY POOL

BOARD OF DIRECTORS
MEETING MINUTES

Date and Time
December 19, 2024, 12:30 p.m.

Location
UAC/UCIP Offices, 5397 S Vine 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
Victor Iverson, Washington 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
Sim Weston, Rich County Commissioner

Directors Absent
Gage Froerer, Weber County Commissioner

Officers and Staff Present
Johnnie Miller, UCIP Chief Executive Officer
Danielle Davis, UCIP Accounting Specialist
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 12:40 p.m. on December 19, 2024. Adams welcomed attendees and led the Pledge of allegiance. Bob Stevenson offered a prayer.

Recess for Public Hearing on the UCIP 2025 Budget
Bruce Adams recessed the meeting at 12:42 p.m. on December 19, 2024 for a scheduled Public Hearing to review the Utah Counties Indemnity Pool's 2025 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, Victor Iverson, Greg Miles, Kelly Sparks, Bob Stevenson, Stan Summers, David Tebbs and Sim Weston. Others present and participating were Johnnie Miller, Danielle Davis and Aly Michale. No one from the public was present for input on the 2025 budget. Bruce Adams closed the public hearing and reconvened the Board of Directors meeting at 12:45 p.m. on December 19, 2025.

Review/Excuse Board Members Absent
William Cox made a motion to excuse Gage Froerer from this meeting. Mike Wilkins seconded the motion, which passed unanimously.

Review/Approve October 11, 2024 Meeting Minutes
The draft minutes of the Board of Director's meetings held on October 11, 2024 were previously sent to the Board Members for review (see attachment number two). Michael Wilkins made a motion to approve the October 11, 2024 minutes as written, with the exception of one typographical error. Victor Iverson 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 19, 2024 (see attachment number three). Michael Wilkins made a motion to approve the payments and credit card transactions as presented. Craig Blake seconded the motion, which passed unanimously.

Ratify 2025 Contributions
The 2025 member contributions were previously sent to the Board for review (see attachment number four). Danielle Davis reported that final contribution invoices have already been sent to members as they are due by January 1, 2025. Two Members have construction projects that are expected to be completed partially through the year, so they have been charged a pro-rated amount based on the estimated completion date. The final 2025 contributions are $11,016,742. William Cox made a motion to ratify the 2025 member contributions as presented. Kelly Sparks seconded the motion, which passed unanimously.

Review/Approve 2025 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 five). Johnnie Miller reported that liablity reinsurance renews January 1, 2025. The total premium for 2025 liability reinsurance is $2,569,579 for an SIR (self-insured retention) of $500,000, with limits of $5,000,000 per occurance and an SIR of $250,000 with limits of $2,000,000 per occurance for Cyber. 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. William Cox seconded the motion, which passed unanimously.

Review/Approve 2025 Crime Renewal
Johnnie Miller reviewed the 2025 Crime coverage renewal with the Board (see attachment number six). The combined total for both crime and excess crime coverage is $70,132 for a ten-million-dollar limit, per occurance. This premium is an increase of $1,160 from the prior year. Michael Wilkins made a motion to approve the 2024 Crime coverage renewal. Craig Blake seconded the motion, which passed unanimously.

Review/Approve Workers Compensation Renewal
Johnnie Miller reported that UCIP's joint purchase program for workers compensation coverage, through WCF Insurance, is renewing at a premium of $2.4 million (see attachment number seven). Members have already been invoiced. Michael Wilkins made a motion to ratify the Workers Compensation 2025 program's premium in the amount of $2,399,699. Victor Iverson seconded the motion, which passed unanimously.

Review/Approve LocalGovU Renewal
The renewal proposal for UCIP's online training program, LocalGovU, was previously sent to the Board for review (see attachment number eight). Johnnie Miller reported that the total amount of $22,500 includes an annual fee of $5,000 for system access and $17,500 for the pre-purchase of 3,500 course credits. William Cox asked if the courses are charged for each individual person

utilizing the training. Miller responded that if a department chooses to do a group training together then only one credit will be charged for the course. Cox inquired how many course credits are used annually. Miller reported that 2024 started with approximately 1,700 credits and expects 3,500 courses will be enough for two years. Kelly Sparks made a motion to approve the renewal of LocalGovU online training program. Victor Iverson seconded the motion, which passed unanimously.

Review/Approve 2025 MicroNiche Contract
The Pool began using the MicroNiche claims system for the past year, as the previous claim system utilized has gone out of business. MicroNiche has not proposed any changes to the contract from the previous year. The cost is $300 monthly, which is a substantially less than other claim systems that pools pay for. Stan Summers made a motion to continue the contract with MicroNiche. Victor Ivrson seconded the motion, which passed unanimously.

Review/Approve 2025 TCNS Contract
TCNS is the company UCIP uses for IT support and services. TCNS has not proposed any changes to the Cybersecurity Support Contract from the previous year. Bob Stevenson made a motion to continue the Cybersecurity Support Contract with TCNS. Michael Wilkins seconded the motion, which passed unanimously.

Appraisal Services Contract
The 2025 proposal for HCA Asset Management property appraisal services was previously sent to the Board for review (see attachment number nine). HCA has been doing appraisals for the Pool since 2010 and property appraisals have been completed on a five-year cycle, appraising approximately 20% of Members each year. 2024 will conclude a five-year rotation for the Pool. HCA's proposal included options for a five-year or four-year rotation, both with the same appraisal fees per building as the other. With property markets changing, the standard requirement of five-year rotations will likely soon move to four years. Reinsurance costs are typically less when appraisals are completed more frequently for accuracy. Bob Stevenson made a motion to approve the HCA appraisal services contract for a four-year term. David Tebbs seconded the motion, which passed unanimously.

Review/Approve Defense Panel Members, Conflict Agreement and Rates
A list of the Pool's defense panel members was previously sent to the Board for review (see attachmet number 10). Johnnie Miller reviewed the firms, attorneys and their specialties with the Board. Christopher Crockett informed the Board that the Litigation Management Committee previously met to consider adding Jonathan Stearmer, with Kunz, PC and unanimously agreed that he would be a great addition to the Pool's Defense Panel. UCIP's Bylaws Article 15. Conflict of Interest of Defense Counsel was previously sent to the Board for review (see attachment number 11). Defense attorneys must agree that their firm will not be involved in any case against UCIP Members or any case that a Member County Attorney is prosecuting. Proposed Defense Panel Reimbursement Rates were previously sent to the Board for review (see attachment number 12). Miller and the Litigation Management Committee recommended an increase of 2.5% for panel members, increasing the hourly rate from $200 to $205. Other attorneys would stay at a rate of $190 an hour and $125 hourly for paralegals. David Tebbs made a motion to add Jonathan Stearmer to the Defense Panel, make no changes to the Bylaws Article 15. and to provide an increase of 2.5% reimbursement rates to the defense panel members, beginning January 1, 2025. Greg Miles 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 13). The Audit Committee previously reviewed the objectives and expectations of the 2024 financial audit of the Pool. Michael Wilkins made a motion to approve the audit engagement letter with the fee of

$24,700 for the audit of the 2024 fiscal year. William Cox 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 14). Michael Wilkins made a motion to approve the actuarial contract with By the Numbers Actuarial Consultants (BYNAC) for a fee of $8,000 for the reserve analysis and $8,500 for the contribution indications. Craig Blake seconded the motion, which passed unanimously.

Review/Approve 2025 Final Budget
Danielle Davis presented the 2024 Budget (see attachment number 15) to the Board. The final Contributions were increased to $11,016,742 and Members have been invoiced. Bob Stevenson made a motion to approve the 2025 final budget as presented. William Cox seconded the motion, which passed unanimously.

Review/Appoint Board Position – Chair of the Personnel Committee
Craig Blake's term as Chair of the Personnel Committee ends December 31, 2024. William Cox made a motion to appoint Craig Blake, Sevier County Human Resource Director, as the Chair of the Personnel Committee Board position for the term 2025 through 2028. Christopher Crockett seconded the motion, which passed unanimously.

Review/Approve Standing Committee Members
Recommended changes to the standing committee members were previously sent to the Board for review (see attachment number 17). Craig Blake made a motion to approve the standing committees and members as presented, with the exception of removing Jon Stearmer from the Litigation Management Committee.. Greg Miles seconded the motion, which passed unanimously.

Review/Approve Personnel Policies
The Personnel Committee previously reviewed all Personnel Policies and ammendments were sent to the Board for review. Craig Blake explained that wording was added to the Employment Termination Policy (see attachment number 18) to further clarify reason for Involuntary Termination. Overtime and Compensatory Hours were redefined in accordance with the Fair Labor Standards Act in the Employee Compensation Policy (see attachment number 19). Definitions of Close Relative and Immediate Family were included in the Employee Leave Policy (see attachment number 20), and qualifications of Bereavement Leave were further specified. Discussion ensuied regarding the definition of Immediate Family and it was determined that the wording shall be updated. Craig Blake made a motion to approve the changes to the Personnel Policies with the exception of updating the verbiage for Immediate Family in the future. William Cox 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 21). Johnnie Miller reviewed the updates including Builders Risk, clarifictations regarding Mobile Equipment and Vehicles, additional guidance for utilizing the UCIP Defense Panel and limits of coverage. Stan Summers made a motion to approve the Coverage Addendum Amendments as presented. Sim Weston seconded the motion, which passed unanimously.

Review/Approve Jail Standards Agreement
The Board of Directors previously approved up to $15,000 for UCIP's legal council to assist with updating the Jail Standards for the Utah Sheriff's Association. A Memorandum of Understanding was previously sent to the Board for review (see attachment number 22). The Memorandum of Understanding confirms that UCIP will provide up to $15,000 to assist the Sheriffs in developing new Statdards which will belong to the Utah Sheriff's Association, and that UCIP will provide an

annual review of the Standards with recommendations for amendments to the Standards, at UCIP's sole cost. Kelly Sparks made a motion to approve the Memorandum of Understanding as presented. William Cox seconded the motion, which passed unanimously.

Set Date, Time and Place of Regular Meetings for 2025

Aly Michale provided the Board with the 2025 Annual Meeting schedule of the UCIP Board of Directors (see attachment number 23). 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. Bob Stevenson seconded the motion, which passed unanimously.

Review/Approve Tentative Standing Committees Meeting Schedule

The tentative 2025 meeting schedule of the Standing Committees of the Board was created and previously sent to the Board for review (see attachment number 24). Johnnie Miller discussed the purposes and timeframes for each committee meeting in accordance with the Committees of the Board Policy. Bob Stevenson made a motion to approve the Tentative Standing Committee Meeting schedule as presented. Sim Weston 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 Crocket made a motion to strike agenda item: *Action on Litigation Matters.* William Cox seconded the motion, which passed unanimously.

Elect 2025 Officers of the Board

David Tebbs made a motion to elect William Cox, Rich County Commissioner as President of the UCIP Board of Directors, Bob Stevenson, Davis County Commissioner as Vice President of the UCIP Board of Directors, and Michael Wilkins, Uintah County Clerk/Auditor as the Secretary/Treasurer of the UCIP Board of Directors. Sim Weston seconded the motion, which passed unanimously.

Chief Executive Officer's Report

Johnnie Miller reported that he recently attended the Civil Attorney's Conference, which has been coordinated by the Utah Prosecution Council (UPC) for many years but will no longer be able to administer the Civil Conference. The Utah County and District Attorney Association (UCDAA) indicated that they would like to continue holding the conference. Miller has been on the committee for several years, assisting with the agenda and scheduling speakers and was asked for UCIP to assist with coordinating the conference. Miller also met with the Western States County Pool Directors for discussion about pools in the region. Miller stated that Utah is better off with Law Enforcement Liability than the other states and that Cyber Security may become an issue with possible 20% rate increases and will be looking into UCIP providing the coverage without reinsurance. Miller attended meetings at the Utah State Association of County Commissions and Councils Conference (USACCC), meeting with officials and the Utah Sheriff's group. Miller presented on a bill for removal of Public Official Bonds which he expects to pass during the upcoming Legislative Session. The UCIP Annual Meeting of the Members was held in November with excellent attendance and feedback. Miller visited Daggett County to discuss standard operating procedures for a public shooting range. Grand County continues to express interest in leaving the Utah Local Goverments Trust and joining UCIP. This process would need to be strategized as member equity would be at risk to pay Grand County claims, or the County would need to pay a year of premium as equity. Miller anticipates auditing the county's policies and procedures prior to approving the membership. Miller will likely be testifying for multiple bills and will attend County Day on the Hill during Legislative Session. The financial audit fieldwork will begin the week of February 17, 2025.

Miller reminded the Board that they will need to complete the Conflict-of-Interest Statement (see attachment number 25). An electronic from will be sent to each of them and must be returned in January.

February 2025 Board Meeting Agenda
Directors reviewed the agenda for the February 20, 2025 Board Meeting (see attachment number 26). No other items were added to the agenda.

Other Reports
Bruce Adams thanked Stan Summers, Box Elder County Commissioner, for his service on the Utah Counties Indemnity Pool from 2022 through 2024. Adams also expressed his pleasure having been a member of the Board from 2007 through 2024 and the rest of the Board thanked him.

The next meeting of the Board of Directors will be held Thursday, February 20, 2025, 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 2:50 pm. on December 19, 2024.

Prepared by

Aly Michale, UCIP Executive Administrative Specialist

Submitted on this 20 day of February 2025

Michael W Wilkins, Secretary/Treasurer

Approved on this 20 day of February 2025

William Cox, President

UTAH COUNTIES INDEMNITY POOL
BUDGET

	Audited 2023	Approved 2024	Tentative 2025
Revenue			
Contributions	9,061,299	$ 10,548,979	$ 10,976,604
Investments	1,015,500		
Other	8,767		
Total Income	**10,085,566**	**10,548,979**	**10,976,604**
Underwriting Expense			
Losses and Loss Adjustments	5,390,564	4,750,000	5,300,000
Reinsurance	3,098,312	4,175,000	3,925,000
Total Underwriting Expenses	**8,488,875**	**8,925,000**	**9,225,000**
Administration Expense			
Directors	25,807	55,000	55,000
Depreciation	1,231	1,000	1,000
Risk Management	30,847	80,000	80,000
Public Relations	36,617	45,000	45,000
Office	102,671	120,000	110,000
Financial/Professional	98,541	135,000	135,000
Personnel	964,696	900,000	865,000
Total Administrative Expenses	**1,260,410**	**1,336,000**	**1,291,000**
Total Operating Expense	**9,749,285**	**10,261,000**	**10,516,000**
Net Asset Management Fund	**$ 336,281**	**$ 287,979**	**$ 460,604**
Other Income (Expenses)			
Change in Fair Value Investments	39,295		
Change in Fair Value Equity	454,780		
Total Other Expenses	**494,075**		
Change in Net Position	**830,356**		

Utah Counties Indemnity Pool
Danielle Davis, Accounting Specialist
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UTAH COUNTIES INDEMNITY POOL

BOARD OF DIRECTORS MEETING MINUTES

Date and Time
October 11, 2024, 9:00 a.m.

Location
UAC/UCIP Offices, 5397 S Vine 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
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
Christopher Crockett, Weber County Deputy Attorney
Victor Iverson, Washington County Commissioner
Sim Weston, Rich County Commissioner

Officers and Staff Present
Johnnie Miller, UCIP Chief Executive Officer
Danielle Davis, UCIP Accounting Specialist
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 9:00 a.m. on October 11, 2024. Adams welcomed attendees and led the Pledge of Allegiance. Michael Wilkins offered a prayer.

Review/Excuse Board Members Absent
William Cox made a motion to excuse Victor Iverson and Sim Weston from this meeting. Stan Summers seconded the motion, which passed unanimously. Christopher Crockett was later excused from the meeting.

Review/Approve August 15, 2023 Meeting Minutes
The draft minutes of the Board of Director's meetings held on August 15, 2024 were previously sent to the Board Members for review (see attachment number one). Michael Wilkins made a motion to approve the August 15, 2024 minutes as written. William Cox 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 10, 2024 (see attachment number two). Michael Wilkins made a motion to approve the payments and credit card transactions as presented. William Cox seconded the motion, which passed unanimously.

Review Change in Investment Manager
Danielle Davis reported that UCIP's investments are now being managed by Raymond James & Associates, as approved by the Board on August 15, 2024. Johnnie Miller informed the Board that the transfer request form was signed and sent to Zions. After three weeks Miller reached out to the compliance department of Zions Wealth Management and the investments account transfer was completed within days, however, the PTIF account was not transferred until later. Davis also noted that working with Raymond James has already been a positive experience.

Review/Approve Third Quarter Financial Statements
The third quarter 2024 financial statements were presented to the Board for review (see attachment number three). Danielle Davis reviewed the Balance Sheet with the Board. Cash and cash equivalents are at $18 million. Prepaid expenses are at $1.7 million. Long term investments are at $1.9 million, totaling $4.18 million in total investments with Raymond James, and property and equipment is fully depreciated. Total net position of the Pool for the 2024 third quarter is $14.9 million. Davis reviewed the Income Statement with the Board, showing that total operating income is at 84% and total underwriting expenses are at 56% of budget. Davis noted that as property and equipment is now fully depreciated, the final depreciation is at 83%. Total administration expenses are at 70% of budget, for a total of $930,481. Total change in net position is $2.9 million. The Statement of Cash Flows details cash activities as of the quarter ending September 30, 2024. Gage Froerer made a motion to approve the third quarter financial statements as presented. Michael Wilkins seconded the motion, which passed unanimously.

Review/Approve 2025 PEHP Renewal
The 2025 Public Employees Health Program (PEHP) renewal rates were previously sent to the Board for review (see attachment number four). Danielle Davis reported that employees are happy with the current Traditional Option Two Plan. Rates for medical increased by 6.6%, dental increased by 2.4% and vision rates will stay the same as the current 2024 year. Johnnie Miller informed the Board that staff researched changing to an HSA. Miller notified the Board that the change would require the Pool to change to a high deductible plan, which requires at least nine employees. If changing to a high deductible plan, the cost would be higher for the Pool, as it would require the Pool to make up the difference so that staff would not have a reduction in benefits. Furthermore, a high deductible plan would not be possible with employees who are Medicare eligible. The Personnel Committee previously met and determined that a change would not be the appropriate direction. Craig Blake made a motion to approve the 2025 PEHP Renewal as presented. Stan Summers seconded the motion, which passed unanimously.

Review/Approve 2025/2026 URS Rates
Danielle Davis presented the 2025 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, two employees are in the Tier 1 System at a rate of 16.97, which will move to 15.97 starting July 1, 2024. Employees in the Tier 2 DC Hybrid System are currently at 15.9 percent and will change to 14.19. Michael Wilkins made a motion to table this item until after the Legislature meets. Craig Blake seconded the motion, which passed unanimously.

Review/Approve 2025 COLA and Merit Adjustments
Johnnie Miller reviewed a summary of merit and Cost of Living Adjustment (COLA) recommendations with the Board (see attachment number six).

Previously, an increase of 3.5% was built into the preliminary budget for the actuary review, using the Consumer Price Index (CPI). Since May, the CPI is now below three percent and salary inflation is at three percent. The Personnel Committee met the prior week to discuss several different options for COLA. Staff recommends a three percent COLA and additional merits, increasing the Senior Claims Specialist salary to $100,320, the Loss Control Underwriting Specialist to $80,094, the Executive Administrative Specialist to $55,878 and Accounting Specialist to $70,143 annually. Craig Blake made a motion to approve the salary increases for employees in 2025, as presented. William Cox seconded the motion, which passed unanimously.

Review/Approve 2025 Tentative Budget
The proposed 2025 Tentative Budget was previously sent to the Board for review (see attachment number seven). Johnnie Miller reported that the Preliminary Budget was approved by the Board on June 20, 2024 and sent to the actuary for assessment. Losses and loss adjustments were increased to $5.3 million due to a higher SIR with the reinsurer, for a reduction in premium. Administrative expenses have decreased to $1.3 million, despite approval of COLA and merit increases for personnel. The tentative budget targets an increase of $460,604 to the net asset management fund. Greg Miles made a motion to approve the 2025 Tentative Budget. Mike Wilkins seconded the motion, which passed unanimously.

Review/Approve Committees of the Board Policy
Proposed amendments to the Committees of the Board Policy were previously sent to the Board for review (see attachment number eight). Johnnie Miller explained that language relating to the Chief Financial Officer has been removed as it is no longer a position of the Pool. Wording to clarify the Treasurer of the Pool overseeing investments in conjunction with the Audit Committee was added and further clarification regarding candidates to the Law Enforcement Committee, Litigation Management Committee and Membership Approval Committee. Craig Blake made a motion to approve the amendments to the Committees of the Board Policy as presented. Bob Stevenson seconded the motion, which passed unanimously.

Review/Approve Board Ethical Behavior Policy
Proposed amendments to the Board Ethical Behavior Policy (see attachment nine) were previously sent to the Board for review. Johnnie Miller explained that amendments were made to remove references to the CFO and language regarding protected records and gifts were updated. Bob Stevenson made a motion to approve the amendments of the Board Ethical Behavior Policy. Kelly Sparks seconded the motion, which passed unanimously.

Written disclosure of conflicts must be completed in January of each year and when a conflict is created. Two Conflict of Interest form samples were previously sent to the Board for review (see attachments 10 and 11). Attachment 10 includes all information that County Officials must complete each year, as per the statutory changes of the 2024 Legislative session. Attachment 11 is a simplified form, including only the information required of an Interlocal Agency. Miller suggested that in the future, Interlocal Agencies may be required to gather the same information on similar forms that will already be required for Counties. Gage made a motion to include details of attachment number 11 in the Appendices of the Board Ethical Behavior Policy for the Board members to complete in January. Bob Stevenson seconded the motion, which passed unanimously.

Review/Approve CEO Succession Policy
The proposed CEO Succession Policy was previously sent to the Board for review (see attachment number 12). Johnnie Miller gave examples and explained the process of continuity if the Chief Executive Officer of the Pool were unable to perform the duties of office. Greg Miles made a motion to approve the CEO Succession Policy as presented to the Board. William Cox seconded the motion, which passed unanimously.

Review/Approve UCIP Bylaws Amendments
Proposed amendments to the UCIP Bylaws were previously sent to the Board for review (see attachment number thirteen). Johnnie Miller explained that amendments were made to clarify the definition of County Related Entities and included the definition of an Elected or Appointed Official. Reference to the UCIP Board Reimbursement Policy was added for reimbursement of reasonable Board expenses and additional details for Conflict of Interest and Disclosure. William Cox made a motion to approve the amendments to the UCIP Bylaws as presented to the Board. Kelly Sparks seconded the motion, which passed unanimously.

Appointment of Third-Class County Representative Unexpired Term
A current list of officials that have been nominated so far, by the Members for the appointment of the Third-Class County Representative unexpired term, as well as nominees for the available At-large position on the UCIP Board of Directors was previously provided to the Board (see attachment number 14). Bob Stevenson made a motion to appoint Lee Perry, Box Elder County Commissioner, as the Third-Class County Representative unexpired term, beginning January 1, 2025. Stan Summers 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.* William Cox seconded the motion, which passed unanimously.

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

Set Date and Time for Closed Meeting
Bob Stevenson made a motion to set the date and time of a Closed Session to Discuss Pending or Reasonably Imminent Litigation for October 11, 2024 at 10:17 a.m. William Cox seconded the motion, which passed unanimously. Board Members attending the closed meeting: Bruce Adams, William Cox, Craig Blake, Gage Froerer, Greg Miles, Kelly Sparks, Bob Stevenson, Stan Summers, David Tebbs and Michale Wilkins. Officers and staff member present were Johnnie Miller, Aly Michale and Danielle Davis.

The regular scheduled meeting resumed on October 11, 2024 at 10:26 a.m.

Action on Litigation Matters
Bob Stevenson made a motion to strike agenda item: *Action on Litigation Matters*. Greg Miles seconded the motion, which passed unanimously.

Website Review
Aly Michale reviewed the Board landing page on the Pool website and guided directors on how to utilize the Director Tools. Board members can create their own login to streamline access to director details, committees, current members of the Pool, the Regularly Scheduled Meetings, agendas, minutes, policies, the Bylaws, Interlocal Agreement and Coverage Addendum.

Consider Jail Standards Agreement with Sheriff's Association
Johnnie Miller informed the Board that the Law Enforcement Committee is updating and verifying ownership of the Utah Jail Standards, that UCIP originally had an attorney draft. The Board previously approved up to $15,000 to assist with this project. There has been concern about who will be keeping the standards updated and the cost to do so. The Committee requested UCIP provide a recommendation annually, for changes that the Pool sees fit. Sheriff Kelly Sparks recommended this assistance. The Board feels comfortable with the Pool proceeding and has requested Miller to draft an agreement.

Chief Executive Officer's Report

Johnnie Miller reported that the Utah Association of Counties convention was successful and a great opportunity to see members and answer questions. Miller also attended the Sheriff's Association Conference, giving members the opportunity to speak with him about claims and attend trainings. Miller attended the County Reinsurance Limited (CRL) Board Meeting that was held in South Carolina. CRL recently completed an actuary study and expects to rebuild surplus quickly over the next couple of years. CRL's General Fund is doing well and the Property Plus program is currently insuring excess of $5 million dollars, up to $30 million dollars. Miller noted that there is concern about continuing large limits for Law Enforcement Liability. CRL has also struggled to find reinsurers for Cyber Liability, and Miller has been researching other options for the Pool to utilize. Miller informed the Board that he testified for the Political Subdivisions Committee on Public Official Bonds, which has been an ongoing issue for years, as there are no bonds for public officials in Utah, due to how statutes have been written. The committee has opened a bill for consideration of the Legislature. Miller is working with UAC's HR group to assist with amendments to Title 17 and the County Personnel Management Act. Miller reported that he is on the planning committee to assist Utah counties and District attorneys upcoming Civil Attorneys Conference and will be speaking on the panel again. A UCIP Litigation Committee Meeting will be held in conjunction with the conference. Miller will also be attending a meeting with county pool directors of Western States to discuss issues that the pools are dealing with. USACCC is also approaching and the Board suggested Miller attend if he is able to.

Annual Membership Meeting

Aly Michale reviewed the November 22, 2024 Annual Membership Meeting agenda with the Board (see attachment number 15). The meeting will begin at 11:00 a.m. at the Megaplex Theatres at Jordan Commons, in Sandy. After the business portion, a private movie screening and lunch will be provided. Resolutions for Designated and Alternative Representatives have been sent to members and registration has begun.

December Board Meeting Agenda

Directors reviewed the agenda for the December 19, 2024 Board Meeting (see attachment number 16). No other items were added to the agenda.

Other Reports

The next meeting of the Board of Directors will be held Thursday, December 19, 2024, at 12:00 p.m., at the UAC/UCIP offices, 5397 S Vine Street Street, Murray, UT.

Bruce Adams adjourned the Utah Counties Indemnity Pool Board of Directors Meeting at 11:00 a.m. on October 25, 2023.

Prepared by:

Aly Michale, UCIP Executive Administrative Specialist

Submitted on this 19 day of December 2024

Michael W Wilkins, Secretary/Treasurer

Approved on this 19 day of December 2024

Bruce Adams, President

Utah Counties Indemnity Pool
Transaction Detail by Account
October 10 - December 19, 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
500-000000-10010100 ZionsHRA					
12/05/2024	Check	BILLPAY	Marty L. Stevens	Reimbursable Expenses	-607.66
Total for 500-000000-10010100 ZionsHRA					**-$ 607.66**
500-000000-10010100 ZionsMLC					
10/10/2024	Check	ACH	Sevier County	Claim: SEV0000052024	-11,733.74
10/10/2024	Bill Payment (Check)	ACH	Strong & Hanni	Invoices 366491, 366492, 366493, 366494, 366495, 366496, 366497, 368640, 368642, 368644	-35,719.87
10/10/2024	Check	BILLPAY	Ashley Christensen	Claim: WAT0000412024	-2,373.01
10/10/2024	Check	ACH	Lisa Fowles	Claim: MIL0000082024	-769.10
10/16/2024	Bill Payment (Check)	ACH	Mylar Law, PC	Invoices 01608, 01609	-13,907.50
10/16/2024	Check	BILLPAY	Enterprise Rent-A-Car Company of UT, LLC	Claim: IRO0000832024	-618.90
10/16/2024	Check	ACH	Beaver County	Claim: BEA0000402024	-4,754.39
10/25/2024	Check	BILLPAY	Uintah County	Claim: UIN0000062024	-868.00
10/25/2024	Check	ACH	Daggett County	Claim: DAG0000022024	-9,056.43
10/25/2024	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoices 955508, 955511, 955518, 955523, 955525, 955529, 955530	-43,365.67
10/25/2024	Bill Payment (Check)	ACH	Mylar Law, PC	Invoices 01611, 01612, 01613	-16,862.23
11/01/2024	Bill Payment (Check)	ACH	Mylar Law, PC	Invoices 01614, 01615	-29,232.02
11/01/2024	Check	ACH	Weber Human Services	Claim: WHS0000032024	-5,254.99
11/01/2024	Check	ACH	Sevier County	Claim: SEV0000072024	-969.45
11/01/2024	Check	ACH	Box Elder County	Claim: BOX0000482024	-48,625.78
11/01/2024	Bill Payment (Check)	ACH	Frontier Adjusters, Inc.	Invoice T1133332	-1,049.00
11/01/2024	Check	ACH	Emery County	Claim: EME0000402024	-902.62
11/01/2024	Check	ACH	Garfield County	Claim: GAR0000462019	-87,500.00
11/01/2024	Check	BILLPAY	Uintah County	Claim: UIN0000072024	-1,287.99
11/01/2024	Check	BILLPAY	Rocky Mountain Collision & Auto Painting - Heber	Claim: WAT0000412024	-219.58
11/01/2024	Check	ACH	Wasatch County	Claim: WAT0000422024	-20,730.59
11/01/2024	Check	ACH	Wasatch County	Claim: WAT0000432024	-6,236.19
11/01/2024	Check	ACH	Weber County	Claim: WEB0006302024	-4,120.90
11/01/2024	Check	ACH	Weber Human Services	Claim: WHS0000022024	-1,883.93
11/13/2024	Check	ACH	Sevier County	Claim: SEV0000052024	-331.53
11/13/2024	Bill Payment (Check)	ACH	Kunz PC	Invoice 164	-280.00
11/13/2024	Check	ACH	Weber Human Services	Claim: WHS0000022024	-1,328.18
11/13/2024	Check	ACH	Weber County	Claim: WEB0006322024	-10,080.40
11/13/2024	Check	ACH	Weber County	Claim: WEB0006182024	-63.50
11/13/2024	Check	ACH	Weber County	Claim: WEB0006142024	-280.00
11/13/2024	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice 01617	-29,997.90
11/13/2024	Bill Payment (Check)	ACH	Strong & Hanni	Invoice 369572, 369573, 369575, 369576, 369577, 369578, 369579, 369580, 371687, 371688, 371690, 371691	-44,902.92
11/13/2024	Bill Payment (Check)	ACH	Suitter Axland	Invoices 4044, 4045, 4046, 4047, 4048, 4049	-47,537.66
11/13/2024	Check	ACH	Iron County	Claim: IRO0001632023	-25,000.00

11/21/2024	Bill Payment (Check)	ACH	Strong & Hanni	Invoice 369574	-38.00
11/21/2024	Bill Payment (Check)	ACH	Mylar Law, PC	Invoices 01622, 01624, 01625	-23,634.24
11/21/2024	Check	ACH	Sevier County	Claim: SEV0000102024	-430.00
11/21/2024	Check	ACH	Morgan County	Claim: MOR0000122024	-17,575.20
11/21/2024	Check	ACH	Millard County	Claim: MIL0000022024	-14,485.01
11/21/2024	Check	ACH	Central Utah Public Health Department	Claim: CUP0000012024	-1,523.77
12/05/2024	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	959338, 959339, 959340, 959341, 959342, 959343, 959344, 959345, 959346, 959347, 959348, 959349, 959350, 959351, 959352, 959353, 959354, 959355, 959356, 959357, 959358	-83,301.70
12/05/2024	Check	ACH	Iron County	Claim: IRO0000852024	-7,828.13
12/05/2024	Check	ACH	Duchesne County	Claim: DUC0000752024	-5,264.68
12/05/2024	Bill Payment (Check)	ACH	Suitter Axland	Invoices 4137, 4138, 4139, 4140, 4141, 4142, 4143,, 4144	-25,126.65
12/05/2024	Bill Payment (Check)	ACH	Frontier Adjusters, Inc.	Invoice T1137419	-695.92
12/05/2024	Bill Payment (Check)	ACH	Mylar Law, PC	Invoices 01626, 01627, 01631	-36,828.00
12/05/2024	Bill Payment (Check)	ACH	Kunz PC	Invoices 170, 173, 174, 175, 176, 177, 178	-5,940.00
12/05/2024	Check	ACH	Weber County	Claim: WEB0006402024	-1,190.11
12/05/2024	Check	ACH	Weber County	Claim: WEB0006392024	-956.82
12/05/2024	Check	ACH	Weber County	Claim: WEB0006372024	-28,165.05
12/05/2024	Check	ACH	Weber County	Claim: WEB0006362024	-4,043.59
12/05/2024	Check	ACH	Washington County	Claim: WAS0000822024	-2,667.00
12/05/2024	Check	ACH	Kane County	Claim: KAN0000962024	-40,218.00
12/05/2024	Check	ACH	Clay Tom	Claim: IRO0000842024	-2,254.51
12/05/2024	Check	ACH	Weber County	Claim: WEB0006342024	-1,137.64
12/05/2024	Check	ACH	Sevier County	Claim: SEV0000072024	-1,641.87
12/11/2024	Check	ACH	Michael Blomquist	Claim SEV0000082024	-4,815.16
12/12/2024	Check	ACH	Davis County	Claim: DAV0003652017	-5,000,000.00
12/13/2024	Bill Payment (Check)	ACH	Strong & Hanni	Invoices 372653, 372654, 372656, 372657, 372658, 372659, 372660, 374700, 374702, 374703, 374704	-26,347.61
12/13/2024	Check	ACH	Central Utah Public Health Department	Claim: CUP0000012024	-1,341.63
12/13/2024	Check	ACH	Grand County Emergency Medical Services SSD	Claim: GEM0000012024	-6,949.42
12/13/2024	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice 01637	-7,800.13
Total for 500-000000-10010100 ZionsMLC					**-$ 5,860,043.81**
500-000000-10010100 ZionsMLE					
10/10/2024	Check	ACH	Johnnie R. Miller	JM Expense Reimbursement (SEP)	-633.99
10/10/2024	Bill Payment (Check)	ACH	Whitney Advertising & Design, Inc.	Invoice 29670	-1,154.95
10/10/2024	Bill Payment (Check)	ACH	Strong & Hanni	Invoice 366490	-180.00
10/10/2024	Bill Payment (Check)	BILLPAY	MicroNiche, Inc.	Invoice B24-10673	-300.00
10/15/2024	Tax Payment		IRS	Tax Payment for Period: 10/12/2024-10/15/2024 EFT ACKNOWLEDGEMENT NUMBER: 270468972568132	-4,861.46
10/15/2024	Payroll Check	DD	Alyssa Michale	Pay Period: 10/01/2024-10/15/2024	-1,500.60
10/15/2024	Payroll Check	DD	Danielle Davis	Pay Period: 10/01/2024-10/15/2024	-1,921.09
10/15/2024	Payroll Check	DD	Lance Welch	Pay Period: 10/01/2024-10/15/2024	-3,196.68
10/15/2024	Payroll Check	DD	Marty L. Stevens	Pay Period: 10/01/2024-10/15/2024	-2,515.87
10/15/2024	Payroll Check	DD	Johnnie R. Miller	Pay Period: 10/01/2024-10/15/2024	-2,000.00

10/15/2024	Payroll Check	DD	Johnnie R. Miller	Pay Period: 10/01/2024-10/15/2024	-5,359.81
10/16/2024	Check	ACH	David Tebbs	DT Mileage	-348.40
10/16/2024	Check	ACH	Duchesne County	GM Mileage	-184.92
10/16/2024	Check	ACH	Davis County	KS Mileage	-33.50
10/16/2024	Check	BILLPAY	Mike Wilkins	MW Mileage	-231.82
10/16/2024	Check	ACH	Stan Summers	SS Mileage	-91.12
10/16/2024	Bill Payment (Check)	ACH	Arthur J. Gallagher & Co.	Invoice: 5319618	-5,830.00
10/16/2024	Check	ACH	San Juan County	BA Mileage	-402.00
10/16/2024	Check	ACH	Bob Stevenson	BS Mileage	-33.50
10/16/2024	Check	ACH	Craig Blake	CB Mileage	-207.70
10/16/2024	Check	ACH	Gage Froerer	GF Mileage	-72.36
10/25/2024	Check	ACH	Lance Welch	LW Mileage	-297.48
10/25/2024	Bill Payment (Check)	ACH	Arthur J. Gallagher & Co.	Invoice 4501784	-3,218.00
10/25/2024	Check	ACH	Public Employees Health Program	Invoice 0124110236	-299.73
10/25/2024	Check	ACH	Public Employees Health Program	Account: AC-******2101 (NOV)	-11,039.84
10/29/2024	Bill Payment (Check)	ONLINE	US Bank	Confirmation number: 474-593127-24	-3,246.72
10/30/2024	Check	ACH	Utah Retirement Systems	Confirmation: 102931274156	-10,996.42
10/31/2024	Payroll Check	DD	Danielle Davis	Pay Period: 10/16/2024-10/31/2024	-2,086.21
10/31/2024	Check	ONLINE	Nationwide Retirement Solutions	Entity: 0036786001	-1,068.24
10/31/2024	Payroll Check	DD	Lance Welch	Pay Period: 10/16/2024-10/31/2024	-3,196.68
10/31/2024	Payroll Check	DD	Alyssa Michale	Pay Period: 10/16/2024-10/31/2024	-1,650.76
10/31/2024	Tax Payment		IRS	Tax Payment for Period: 10/30/2024-11/01/2024 EFT ACKNOWLEDGEMENT NUMBER: 270470541685192	-5,047.75
10/31/2024	Tax Payment		UT State Tax Commission	Tax Payment for Period: 10/01/2024-10/31/2024 e-Check Payment confirmation number: 0-723-988-032	-2,011.17
10/31/2024	Payroll Check	DD	Johnnie R. Miller	Pay Period: 10/16/2024-10/31/2024	-2,000.00
10/31/2024	Payroll Check	DD	Marty L. Stevens	Pay Period: 10/16/2024-10/31/2024	-2,762.58
10/31/2024	Payroll Check	DD	Johnnie R. Miller	Pay Period: 10/16/2024-10/31/2024	-5,351.10
11/01/2024	Check	ACH	PEHP-LTD	Agency: 1076	-218.25
11/01/2024	Check	ACH	Johnnie R. Miller	JM Expense Reimbursement (OCT)	-846.06
11/13/2024	Bill Payment (Check)	BILLPAY	MicroNiche, Inc.	Invoice B24-10743	-300.00
11/13/2024	Bill Payment (Check)	ACH	Object Systems International, LLC	Invoice 12324	-720.00
11/13/2024	Bill Payment (Check)	ACH	Strong & Hanni	Invoices 369571, 371686	-1,180.00
11/13/2024	Check	ACH	Lance Welch	LW Mileage	-44.22
11/13/2024	Check	ACH	Courtlan Erickson	CE Expense Reimbursement	-402.41
11/15/2024	Tax Payment		IRS	Tax Payment for Period: 11/13/2024-11/15/2024 EFT ACKNOWLEDGEMENT NUMBER: 270472051774958	-4,870.15
11/15/2024	Payroll Check	DD	Danielle Davis	Pay Period: 11/01/2024-11/15/2024	-1,921.09
11/15/2024	Payroll Check	DD	Marty L. Stevens	Pay Period: 11/01/2024-11/15/2024	-2,515.88
11/15/2024	Payroll Check	DD	Alyssa Michale	Pay Period: 11/01/2024-11/15/2024	-1,500.60
11/15/2024	Payroll Check	DD	Lance Welch	Pay Period: 11/01/2024-11/15/2024	-3,196.68
11/15/2024	Payroll Check	DD	Johnnie R. Miller	Pay Period: 11/01/2024-11/15/2024	-5,351.10
11/15/2024	Payroll Check	DD	Johnnie R. Miller	Pay Period: 11/01/2024-11/15/2024	-2,000.00

11/21/2024	Check	ACH	Public Employees Health Program	Account: AC-******2101 (DEC)	-11,039.84
11/29/2024	Check	ONLINE	Nationwide Retirement Solutions	Entity: 0036786001	-1,068.24
11/29/2024	Check	ONLINE	Utah Retirement Systems	Confirmation: 112639358690	-10,770.35
11/29/2024	Tax Payment		UT State Tax Commission	Tax Payment for Period: 11/01/2024-11/30/2024 e-Check Payment confirmation number: 0-***-***-656	-1,938.15
11/29/2024	Tax Payment		IRS	Tax Payment for Period: 11/27/2024-11/29/2024 EFT ACKNOWLEDGEMENT NUMBER: 270473432529342	-4,707.58
11/29/2024	Payroll Check	DD	Johnnie R. Miller	Pay Period: 11/16/2024-11/30/2024	-2,000.00
11/29/2024	Payroll Check	DD	Johnnie R. Miller	Pay Period: 11/16/2024-11/30/2024	-5,351.10
11/29/2024	Payroll Check	DD	Danielle Davis	Pay Period: 11/16/2024-11/30/2024	-1,740.92
11/29/2024	Payroll Check	DD	Alyssa Michale	Pay Period: 11/16/2024-11/30/2024	-1,350.47
11/29/2024	Payroll Check	DD	Lance Welch	Pay Period: 11/16/2024-11/30/2024	-3,196.68
11/29/2024	Payroll Check	DD	Marty L. Stevens	Pay Period: 11/16/2024-11/30/2024	-2,269.16
11/29/2024	Bill Payment (Check)	ONLINE	US Bank	Confirmation: 474-661895-24	-9,144.38
12/05/2024	Bill Payment (Check)	ACH	Utah Association of Counties	Invoice 7523	-16,900.00
12/05/2024	Check	ACH	Johnnie R. Miller	JM Expense Reimbursement (NOV)	-1,114.95
12/05/2024	Check	BILLPAY	Sierra Dickens	AMM Guest Refund	-50.00
12/05/2024	Bill Payment (Check)	BILLPAY	MicroNiche, Inc.	Invoice B24-10815	-300.00
12/05/2024	Bill Payment (Check)	ACH	Kunz PC	Invoice 172	-180.00
12/05/2024	Check	ACH	PEHP-LTD	Agency: 1076	-211.40
12/05/2024	Check	ACH	Public Employees Health Program	Invoice 0124117561	-299.73
12/05/2024	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice 959331	-352.52
12/13/2024	Payroll Check	DD	Marty L. Stevens	Pay Period: 12/01/2024-12/15/2024	-2,269.18
12/13/2024	Payroll Check	DD	Lance Welch	Pay Period: 12/01/2024-12/15/2024	-3,196.68
12/13/2024	Tax Payment		IRS	Tax Payment for Period: 12/11/2024-12/13/2024 EFT ACKNOWLEDGEMENT NUMBER: 270474845801088	-4,707.52
12/13/2024	Bill Payment (Check)	ACH	Salt Lake Tribune	Invoice 2024ci-14399	-23.00
12/13/2024	Bill Payment (Check)	ACH	Strong & Hanni	Invoices 372652, 372655, 374699	-4,379.00
12/13/2024	Bill Payment (Check)	BILLPAY	TCNS, Inc.	Invoices 8387, 8418, 8474	-1,295.00
12/13/2024	Payroll Check	DD	Johnnie R. Miller	Pay Period: 12/01/2024-12/15/2024	-2,000.00
12/13/2024	Payroll Check	DD	Johnnie R. Miller	Pay Period: 12/01/2024-12/15/2024	-5,351.11
12/13/2024	Payroll Check	DD	Danielle Davis	Pay Period: 12/01/2024-12/15/2024	-1,740.93
12/13/2024	Payroll Check	DD	Alyssa Michale	Pay Period: 12/01/2024-12/15/2024	-1,350.47
Total for 500-000000-10010100 ZionsMLE					**-$ 210,697.25**

UTAH COUNTIES INDEMNITY POOL

	2025 Contribution
Beaver	264,370
Box Elder	554,719
Daggett	80,016
Davis	1,579,027
Duchesne	423,179
Emery	302,874
Garfield	225,422
Iron	531,249
Juab	236,300
Kane	283,291
Millard	431,817
Morgan	129,653
Piute	47,668
Rich	76,422
San Juan	372,310
Sanpete	296,524
Sevier	353,162
Uintah	677,042
Wasatch	547,775
Washington	1,033,825
Wayne	77,159
Weber	1,754,283

UTAH COUNTIES INDEMNITY POOL

	2025 Contribution
Beaver County Municipal Building Authority	60,417
Box Elder Redevelopment Agency	3,094
Box Elder Special Service District	5,462
Canyon Land Improvement District	1,589
Cedar Mountain Fire Protection District	19,777
Central Utah Public Health Department	41,148
Daggett County Redevelopment Agency	1,588
Duchesne County Municipal Building Authority	7,395
Duchesne/Wasatch Bluebench Landfill Special Service District	12,661
Emery County Municipal Building Authority	1,769
Emery Emergency Medical Special Service District	10,151
Five County Association of Governments	41,621
Grand County Emergency Medical Services Special Service District	22,256
Iron Special Service District #1	23,814
Iron Special Service District #3	1,581
Juab Special Service District #2	1,622
Juab Special Service Fire District	40,301
Kane County Municipal Building Authority	3,972
Kane County Recreation & Transportation Special Service District	1,578
Multi-County Appraisal Trust	2,284
Panguitch Lake Fire Protection District	2,587
Piute County Municipal Building Authority	1,558
Piute Special Service District #1	1,772
San Juan Spanish Valley Special Service District	4,641
San Juan Transportation Special Service District	2,679
Sanpete County Municipal Building Authority	1,550
Seven County Infrastructure Coalition	4,917
Sevier County Municipal Building Authority	2,132
Southeastern Utah District Health Department	35,269
Southwest Utah Public Health Department	61,500
Taylor West Weber Park District	2,591
TriCounty Health Department	34,284
Uintah County Municipal Building Authority	1,696
Utah Counties Indemnity Pool	3,934
Wasatch County Health Department	12,050
Wasatch County Parks & Recreation Special Service District #21	33,653
Wasatch County Solid Waste Disposal District	33,355
Wasatch County Special Service Area #1	1,613
Wasatch County Special Service District #9	1,672
Washington County Municipal Building Authority	1,582
Wayne County Municipal Building Authority	1,553
Wayne County Special Service District #1	1,604
Wayne County Special Service District #3	15,041
Wayne County Water Conservancy District	1,553
Weber County Municipal Building Authority	1,552
Weber Human Services	94,066
Weber-Morgan Health Department	71,048
Willard Precinct Cemetery Maintenance District	3,123
	11,016,742

County Reinsurance, Limited
Liability Reinsurance Renewal Indication

Reinsurance Structure

Ceding Entity:	Utah Counties Indemnity Pool
Coverage Period:	Inception Date: 1/1/2025
	Expiration Date: 1/1/2026
Ceding Entity's Retention:	$500,000 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 Indication

um + General Capital Contribution:	**$2,569,579**
General Account Capital Contribution:	$189,860
Total Premium:	**$2,379,720**
Liability:	$2,018,456
3X Aggregate for POL/LEL:	$59,246
Additional Defense:	$95,111
General Account Premium Surcharge:	$94,930
Terrorism Liability:	$21,349
Clash Coverage:	$67,340
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)

Please Note:

I. Premiums reflected in this indication are subject to change based on 1) Updated Exposures; 2) Actuarily rated premium for the $1M xs $2M layer with updated exposures; 3) updated LDF from your actuary report.

II. Exposures represent data as of 1/1/2024

III. Changes to cyber liability premium depending on approved questionnaires for $1M xs $1M layer.

Proposal of Insurance

Utah Counties Indemnity Pool

5397 S Vine Street
Murray, UT 84107-6757

Presentation Date: November 6, 2024

Arthur J Gallagher Risk Management Services, LLC
AJG License Nos.IL 100292093 / CA 0D69293

Gallagher

Insurance | Risk Management | Consulting

Utah Counties Indemnity Pool

Proposal Summary

We appreciate the opportunity to quote your business insurance. This proposal is a summary of policy terms and conditions.

- We have been able to achieve renewal goals by negotiating your renewal with the incumbent carrier.

This proposal provides coverage highlights along with the attached carrier quotations for the following coverages:

- Crime
- Excess Crime

It is recommended that you consider purchasing coverage for the following, which are not included in your insurance program:

- Cyber Liability

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

The values and schedules are per the expiring policy or the information you have previously provided. It is your responsibility to notify us of all necessary changes to your schedules

Information contained in this proposal is intended to provide a brief overview of coverages. It should be used for reference purposes only. It is not intended to provide a full list of policy exclusions, limitations, and conditions. The provided quotes should be reviewed for further details. Coverage afforded to you is subject to all terms, conditions, and exclusions of the bound and issued policies.

To Bind Coverage:

Please refer to the attachment document titled, ***"Client Authorization to Bind Coverage":***

- Note any changes you desire to be made
- Place a check mark next to the coverage(s) you wish to accept
- Date and Sign
- Return prior to the effective date of coverage

Thank you for allowing Gallagher to service your insurance needs. We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

Stefanie Salazar

Stefanie Salazar
Client Service Supervisor

Enclosure

Gallagher
Insurance | Risk Management | Consulting

Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

Service Team	Role	Email	Phone
John Chino Area Senior Vice President	Producer	John_Chino@ajg.com	(949) 349-9827 (p)
Stefanie Salazar Client Service Supervisor	Client Service Manager	stefanie_salazar@ajg.com	(949) 349-9859 (p)

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	$30,316.00	$30,316.00
	Estimated Cost*	**$30,316.00**	**$30,316.00**
	Change ($)		$0.00
	Change (%)		0%
		Great American Insurance Company	Great American Insurance Company
Excess Crime	Premium	$38,656.00	$39,816.00
	Estimated Cost*	**$38,656.00**	**$39,816.00**
	Change ($)		$1,160.00
	Change (%)		+3%
Total Cost		**$68,972.00**	**$69,952.00**

*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, Airport Liability, Bond, 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.

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

Line Of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted ***
Crime	National Union Fire Insurance Company Of Pittsburgh, Pa. (A XV)	Recommended Quote	Admitted
Excess Crime	Great American Insurance Company (A+ XV)	Recommended Quote	Admitted

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

Best's Credit Ratings™ reproduced herein appear under license from AM Best and do not constitute, either expressly or impliedly, an endorsement of Gallagher's service or its recommendations. AM Best is not responsible for transcription errors made in presenting Best's Credit Ratings™. Best's Credit Ratings™ are proprietary and may not be reproduced or distributed without the express written permission of AM Best.

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at http://www.ambest.com/ratings.

***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Coverage Highlights

Crime

	Recommended Quote
Policy Term	**01/01/2024 - 01/01/2025**
Carrier Information	National Union Fire Insurance Company Of Pittsburgh, PA.
Payment Plan	Annual
Payment Method	Agency Bill
Premium & Exposures	
Crime Premium	$30,136.00
Terrorism – TRIA	N/A
Estimated Cost	**$30,136.00**
Core Crime Coverages	
Form Type	Loss Sustained
Employee Theft-Per Loss Coverage	$2,500,000 - Limit of Liability
Forgery Or Alteration	$2,500,000 - Limit of Liability
Inside Premises-Theft Of Money & Securities	$2,500,000 - Limit of Liability
Inside Premises-Robbery, Safe Burglary-Other Prop.	$2,500,000 - Limit of Liability
Outside The Premises	$2,500,000 - Limit of Liability
Computer Fraud	$2,500,000 - Limit of Liability
Money Orders And Counterfeit Paper Currency	$2,500,000 - Limit of Liability
Funds Transfer Fraud	$2,500,000 - Limit of Liability
Endorsements including but not limited to:	
Significant policy endorsements include, but are not limited to, those listed on the attached quote/policy form/endorsements.	
Exclusions including but not limited to:	
Significant policy exclusions include, but are not limited to, those listed on the attached quote/policy form/endorsements.	
Crime Deductible	
Employee Theft-Per Loss Coverage	$250,000 - Per loss Deductible
Forgery Or Alteration	$250,000 - Per loss Deductible
Inside Premises-Theft Of Money & Securities	$250,000 - Per loss Deductible
Inside Premises-Robbery, Safe Burglary-Other Prop.	$250,000 - Per loss Deductible
Outside The Premises	$250,000 - Per loss Deductible
Computer Fraud	$250,000 - Per loss Deductible
Money Orders And Counterfeit Paper Currency	$250,000 - Per loss Deductible
Funds Transfer Fraud	$250,000 - Per loss Deductible
Definition of a Discovery	
“Discover” or “discovered” means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this policy has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known. “Discover” or “discovered” also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this policy.	
Incident and Claim Reporting Provisions	
Refer to policy form	

Utah Counties Indemnity Pool

Excess Crime

	Recommended Quote
Policy Term	**01/01/2025 – 01/01/2026**
Carrier Information	Great American Insurance Company
Payment Plan	Annual
Payment Method	Agency Bill
Premium & Exposures	
Excess Crime Premium	$39,816.00
Terrorism – TRIA	N/A
Estimated Cost	**$39,816.00**
Core Excess Crime Coverages	
Form Type	Great American Excess Follow Form Certificate (Ed. 03/15)
Employee Theft (not including Faithful Performance of Duty Coverage).	$7,500,000 - Single Loss limit of liability at inception
Underlying Coverages	
Crime	National Union Fire Insurance Company of Pittsburgh, PA.
• Employee Theft - Single Loss Limit	$2,500,000
Endorsements including but not limited to:	
Significant policy endorsements include, but are not limited to, those listed on the attached quote/policy form/endorsements.	
Exclusions including but not limited to:	
Significant policy exclusions include, but are not limited to, those listed on the attached quote/policy form/endorsements.	
Excess Crime Deductible / Retention	
Underlying Deductible	$250,000
Definition of a Discovery	
Policy follows underlying form	
Incident and Claim Reporting Provisions	
Policy follows underlying form	
Other Significant Terms and Conditions / Restrictions	
Retroactive Date: 01/01/2019	
Underlying Deductible - $250,000	

Claims Reporting By Policy

Immediately report all claims. Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

Reporting Direct to Carrier [Only When Applicable]

Coverage(s): Crime	Immediately report claims directly to:
Insurer: National Union Fire Insurance Company Of Pittsburgh, Pa. **Policy Term:** 01/01/2025 – 01/01/2026	Insurer/TPA Name: National Union Fire Insurance Company Of Pittsburgh, Pa. Phone: 888-602-5246 Fax: 866-277-1750 Email: c-Claim@AIG.com Web: https://www.aig.com/fnol-claim-reporting-guide/financial-lines-claims

Coverage(s): Excess Crime	Immediately report claims directly to:
Insurer: Great American Insurance Company **Policy Term:** 01/01/2025 – 01/01/2026	Insurer/TPA Name: Great American Insurance Company Phone: (860) 298-7330 Fax: (860) 688-8188 Email: CrimeClaims@gaig.com Web:

Reporting to Gallagher or Assistance in Reporting

Coverage(s): Crime, Excess Crime	Immediately report claims directly to:
Gallagher Claim Center **Policy Term:** 01/01/2025 – 01/01/2026	Phone: 855-497-0578 Fax: 225-663-3224 Email: ggb.nrcclaimscenter@ajg.com

Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, Exclusions including but not limited to:, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively “insurance coverages”) handled for a client’s account, which may vary based on market conditions and the insurance product placed for the client.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.

3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.

4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a $100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate ""Stand Alone"" terrorism policy be purchased to satisfy those obligations.

Property Estimator Disclaimer

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "**CAB**") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallaher's Privacy Policy located at https://www.ajg.com/privacy-policy/. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("**Dispute**"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("**Notice**") of the claim to the other party and to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of $500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

Bindable Quotations & Compensation Disclosure Schedule

Client Name: Utah Counties Indemnity Pool

Coverage	Insurance Company	Wholesaler, MGA, or Intermediary Name[1]	Est. Annual Premium[2]	Comm. % or Fee[3]	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee
Crime	National Union Fire Insurance Company Of Pittsburgh, Pa.	American International Group	$30,136.00	15.00 %	N/A
Excess Crime	Great American Insurance Company	N/A	$39,816.00	15%	N/A

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

3 The commission rate is a percentage of annual premium excluding taxes & fees.

* Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 11/6/2024, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier
☐ **Accept** ☐ **Reject**	**Crime** National Union Fire Insurance Company Of Pittsburgh, Pa.
☐ **Accept** ☐ **Reject**	**Excess Crime** Great American Insurance Company

*For this coverage, TRIA cannot be rejected

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

☐ Cyber Liability

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Other Services to Consider

☐ Yes ☐ No - **CORE**360™ STEP

☐ Yes ☐ No – eRiskHub

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Utah Counties Indemnity Pool

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed $20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: ____

Print Name (Specify Title)

____

Company

____

Signature

Date: ____

Arthur J. Gallagher Risk Management Services, LLC
Irvine, CA 92612

Phone: (949)349-9800

SALST1

Invoice #	5374982	1 of 1
ACCOUNT NUMBER	DATE	
UTAHCOU-01	11/21/2024	
BALANCE DUE ON	AMOUNT DUE	
1/1/2025	$70,132.00	

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

Gallagher
Insurance | Risk Management | Consulting

Crime PolicyNumber: 01-960-93-47 Company: National Union Fire Insurance Company of Pittsb Effective: 1/1/2025 to 1/1/2026

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
36496947	1/1/2025	1/1/2025	RENB	25-26 Crime	$30,316.00

Excess Crime PolicyNumber: XSC E454632 06 00 Company: Great American Insurance Company Effective: 1/1/2025 to 1/1/2026

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
36496963	1/1/2025	1/1/2025	RENB	25-26 Excess Crime	$39,816.00

Total Invoice Balance: $70,132.00

Please return this portion with your payment. Include your invoice number on your remittance to expedite processing.

SALST1

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

Invoice #	5374982
ACCOUNTNUMBER	DATE
UTAHCOU-01	11/21/2024
BALANCE DUE ON	AMOUNT DUE
1/1/2025	$70,132.00
AMOUNT PAID	

Please send your remittance to:

Arthur J. Gallagher Risk Management Services, LLC
PO Box 39735
Chicago, IL 60694-9700

PAY ONLINE AT: WWW.AJG.COM/EZPAY

Gallagher
Insurance | Risk Management | Consulting

WCF INSURANCE
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

PROPOSAL NUMBER
4083642-2001222

INVOICE PRINTED
11/19/2024

INVOICE NUMBER
X898502

DUE DATE
01/15/2025

DESCRIPTION	AMOUNT
Down Payment	$2,399,699.00

Payment in the amount of $2,399,699.00 is due before 01/15/2025.

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

Account Number:	22019
Invoice Number:	X898502
Amount Due:	$2,399,699.00
Due Date:	01/15/2025

UTAH COUNTIES INDEMNITY POOL
5397 S VINE ST
MURRAY UT 84107

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 National Insurance Company

51300080008985020022019055112352923996990001

Workers Compensation and Employers Liability Insurance Policy

INSTALLMENT SUMMARY

INSURED:

UTAH COUNTIES INDEMNITY POOL
5397 S VINE ST
MURRAY UT 84107

Company	Proposal No	Estimated Premium	Est. Surcharges & Assessments	Total Due
WCF Mutual Insurance Company	4073569-2001225	$9,290.00	$0.00	$9,290.00
WCF Mutual Insurance Company	1637191-2001246	$171,974.00	$0.00	$171,974.00
WCF Mutual Insurance Company	1636916-2001248	$284,778.00	$0.00	$284,778.00
WCF Mutual Insurance Company	1147164-2001244	$124,700.00	$0.00	$124,700.00
WCF Mutual Insurance Company	1637061-2001231	$31,352.00	$0.00	$31,352.00
WCF Mutual Insurance Company	1637074-2001221	$8,060.00	$0.00	$8,060.00
WCF Mutual Insurance Company	4053120-2001233	$38,385.00	$0.00	$38,385.00
WCF Mutual Insurance Company	4008989-2001223	$1,106.00	$0.00	$1,106.00
WCF Mutual Insurance Company	1636961-2001229	$24,108.00	$0.00	$24,108.00
WCF Mutual Insurance Company	4032064-2001227	$13,509.00	$0.00	$13,509.00
WCF Mutual Insurance Company	1636903-2001237	$62,714.00	$0.00	$62,714.00
WCF Mutual Insurance Company	1637117-2001235	$50,982.00	$0.00	$50,982.00
WCF Mutual Insurance Company	1637104-2001239	$81,013.00	$0.00	$81,013.00
WCF Mutual Insurance Company	1809439-2001241	$94,090.00	$0.00	$94,090.00
WCF Mutual Insurance Company	1637234-2001247	$232,771.00	$0.00	$232,771.00
WCF Mutual Insurance Company	2053567-2001249	$566,614.00	$0.00	$566,614.00
WCF Mutual Insurance Company	1637032-2001243	$120,304.00	$0.00	$120,304.00
WCF Mutual Insurance Company	4005014-2001220	$5,494.00	$0.00	$5,494.00
WCF Mutual Insurance Company	1637003-2001230	$26,516.00	$0.00	$26,516.00
WCF Mutual Insurance Company	1637045-2001232	$33,051.00	$0.00	$33,051.00
WCF Mutual Insurance Company	1637090-2001228	$15,999.00	$0.00	$15,999.00
WCF National Insurance Company	4083642-2001222	$728.00	$29.00	$757.00

INSTALLMENT SUMMARY

WCF Mutual Insurance Company	2440767-2001224	$832.00	$0.00	$832.00
WCF Mutual Insurance Company	1637247-2001226	$12,568.00	$0.00	$12,568.00
WCF Mutual Insurance Company	1637029-2001236	$62,655.00	$0.00	$62,655.00
WCF Mutual Insurance Company	1638174-2001234	$49,181.00	$0.00	$49,181.00
WCF Mutual Insurance Company	1637133-2001238	$76,968.00	$0.00	$76,968.00
WCF Mutual Insurance Company	4012479-2001240	$91,823.00	$0.00	$91,823.00
WCF Mutual Insurance Company	2118987-2001242	$108,105.00	$0.00	$108,105.00

It is agreed that the total amount of $2,399,699.00 will be paid in installments according to the following schedule:

	Due Date	Amount
DOWN PAYMENT	01/15/2025	$2,399,699.0
	Total	$2,399,699.0

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.

LEXIPOL

SOLUTIONS PROPOSAL

PREPARED FOR:
Utah Counties Indemnity Pool (UCIP)

PREPARED BY:
Jeremy Sloan
jsloan@lexipol.com
(469) 731-0842

2611 Internet Blvd, Ste 100
Frisco, Texas 75034
(844) 312-9500
www.lexipol.com

Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, state and federal accreditation, training, mental and physical wellness and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 10,000 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, accreditation, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated polices
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 440 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, achieve accreditation, develop training or wellness content, or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with Utah Counties Indemnity Pool (UCIP) to address your unique challenges.

Scope of Services

LocalGovU

Continuous learning is key to navigating the rapidly changing landscape of public sector best practices and expectations. LocalGovU provides an online training platform featuring high-quality content combined with time-saving features to help extend local government training resources. Using the LocalGovU platform reduces expenses associated with physical training venues, travel and external instructors, significantly lowering overall training costs and helping local government organizations focus on responding to the needs of their communities.

- 24/7 access to training materials, allowing personnel to learn on-demand
- Courses specifically designed to address the unique challenges and responsibilities of local government and risk pools
- Built-in reporting tools that track learning progress and pinpoint areas needing improvement, ensuring targeted skill development
- Ability to upload and build your own content and create personalized learning plans
- Simple setup process to get started quickly, backed by technical and customer support

Proposal

Prepared By: Jeremy Sloan
Phone: (469) 731-0842
Email: jsloan@lexipol.com

Quote #: Q-95747-1
Date: 12/9/2024
Valid Through: 3/9/2025

Overview

Lexipol empowers first responders and public servants to best meet the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support, committed to improving the quality of life for all community members. Our solutions include state-specific policies, online learning, behavioral health resources, funding assistance, and industry news and information offered through the websites Police1, FireRescue1, EMS1 and Corrections1. Lexipol serves more than 2 million public safety and government professionals in over 10,000 agencies and municipalities. The services proposed below are designed to meet your agency's specific goals and needs.

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
3,500	LocalGovU Course Credit, Pre-Purchased	USD 5.00	USD 17,500.00
1	LocalGovU Platform Fee, Recurring Annual Fee.	USD 5,000.00	USD 5,000.00
	Subscription Line Items Total		**USD 22,500.00**
			USD 22,500.00
		TOTAL:	USD 22,500.00

Discount Notes

Notes
Platform fee plus 3,500 course credits

November 5, 2024

Mr. Johnnie R. Miller
Chief Executive Officer
Utah Counties Indemnity Pool
5397 South Vine Street
Murray, Utah 84107-6757

Dear Johnnie:

HCA Asset Management is grateful for all the continued support your team and the UCIP members have shown over the last 5 years. In accordance with our recent exchanges, HCA is pleased to offer UCIP updated terms for extending our initial agreement and providing ongoing property appraisal for your members in future cycles. I have documented the only proposed changes below with revised term options and updated project fees. I welcome any questions or comments upon completion of your review.

This letter is intended to extend our original agreement, dated 6/26/2012 (and amended on May 8, 2014), in accordance with Paragraph **17.8 Amendments**, as follows:

- **Paragraph 2 – TERM.** We hereby propose an extension of the term by the following:
  - **Four Years (December 31, 2028); OR,**
  - **Five Years (December 31, 2029).**

- **Paragraph 8.1 – Fees.** We hereby propose the following fees:
  - **Five Year Rotation**
    - **8.1.1 Base Appraisal - $190/Building**
    - **8.1.2 Additional Buildings - $190/Building**
    - **8.1.3 Historic Structure Surcharge - $600/Structure**
    - **8.1.4 Property In The Open - $100/Location**

Our assumptions in proposing this amendment include the following:

- UCIP will select either a 4- or 5-year rotation, keep members in the same general order of inspections (at least) every five years; and,
- UCIP will continue with the same level of excellent support in making announcements to members and coordinating the overall appraisal process.
- HCA will continue to improve internal efficiencies via staff training and software / technology improvements and upgrades to our proprietary systems, enabling us to keep costs down while maintaining the same high standard of service; and,
- HCA will also continue to work with your reinsurer (CRL) to ensure our data is formatted according to their strict requirements.

Thank you for your continued confidence in our team and services. We look forward to a continued relationship with UCIP and your members. Please feel free to contact me with any questions or comments. Acceptance of this extension of the original agreement can be signified below. I have also added a line for designation of the desired cycle length (4- or 5-year).

Best regards, Mark

Mark T. Hessel,
Senior Vice President

Approved By:

______________________________ ____________

Signature, Name, Title **Date**

Desired Cycle Length (circle one option):

- **Four-Year**

OR

- **Five-Year**

UCIP DEFENSE PANEL (AS OF 12/19/24)

Attorney	Firm	Specialty	Associates
Bart Kunz	Kunz, PC	Land Use, General Liability	
Jonathan Stearmer	Kunz, PC	General Government	
Frank Mylar	Mylar Law, PC	Corrections, Law Enforcement, Civil Rights	
Kristin VanOrman	Strong & Hanni, PC	Employment Law	Matt Harrison Shayla Slaymaker
Darcy Goddard	Strong & Hanni, PC	Employment Law, First Amendment, Civil Rights, Personal Injury	
Blake Hamilton	Dentons Durham, Jones & Pinegar, PC	Law Enforcement, Civil Rights	Janice Macanas
Jesse Trentadue	Suitter Axland, PC	Tribal Law, Contract Law	Mike Homer Noah Hogland Robert Brennan
Susan Black Dunn	Dunn & Dunn, PC	Employment Law, Personal Injury	W. Lewis Black

ARTICLE 15. Conflict of Interest of Defense Counsel.

15.1 Defense Assistance provided to Members by the Pool under the Bylaws Coverage Addendum shall be provided by attorneys listed on the UCIP Defense Attorney list recommended by the Litigation Management Committee and approved by the Board of Directors.

15.2 As the UCIP defense counsel is provided to assist the County Attorney in fulfilling their statutory obligation to defend officers and employees of the county under U.C.A. 63G-7-902 and 17-18a-5-501, UCIP defense counsel must be approved by the Member County Attorney. If the Member County Attorney waives the use of UCIP defense counsel by not approving defense counsel selected by UCIP from the UCIP Defense Attorney list, UCIP will owe no obligation to provide defense counsel to the Member or any of its officers or employees.

15.3 Attorneys listed on the UCIP Defense Attorney list shall not represent or consult with any plaintiff in any civil action in which any defendant is a UCIP Member.

15.4 Attorneys employed by, or associated with, law firms listed on the UCIP Defense Attorney List shall not represent or consult with any party in a civil action adverse to any person or entity covered by UCIP.

15.5 Attorneys employed by, or associated with, law firms listed on the UCIP Defense Attorney List shall not represent or consult with any defendant in a criminal action prosecuted by the County Attorney's Office of any Member County.

15.6 Attorneys listed on the UCIP Defense Attorney List shall not represent or consult with any elected official or employee of any Member county in their official or individual capacity without the express consent of UCIP. Attorneys listed on the UCIP Defense Attorney List shall agree that such consent may place them in a conflict of interest position which would exclude them from consideration of being assigned as defense counsel on actions filed against the elected official or the Member with which they serve.

15.7 Conflicts as described above may be waived only after full disclosure to, and written agreement of, the involved Member and UCIP.

UCIP Defense Panel Reimbursement Rates as of 1-1-2025

Panel Members **$205/hr**

All reasonable billable hours for assisting member attorneys in defense of UCIP covered claims that have been assigned by UCIP to the Defense Panel member; and

Up to two hours of Pre-Litigation Legal Assistance to member attorneys and additional hours as approved by UCIP.

Other Attorneys **$190/hr**

All reasonable billable hours for other firm attorneys assisting the authorized Defense Panel member in assisting member attorneys in defense of UCIP covered claims that have been assigned by UCIP to the Defense Panel member

Paralegals **$125/hr**

All reasonable billable hours for other firm attorneys assisting the authorized Defense Panel member in assisting member attorneys in defense of UCIP covered claims that have been assigned by UCIP to the Defense Panel member

December 3, 2024

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

To the Audit Committee:

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

You have requested that we audit the business-type activities of Utah Counties Indemnity Pool as of December 31, 2024, 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 Utah Counties Indemnity Pool's compliance with specific requirements outlined by the Utah State Auditor upon completion of our audit.

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.

Jon Haderlie, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Larson & Company, PC'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 $24,700. 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 years 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, PC'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.

We may from time to time and depending on the circumstances, use third parties in in serving your account We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

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.

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: ____

Governance Signature____

Title: ____

By the Numbers
Actuarial Consulting, Inc.

December 4, 2024

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 12/31/24. 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 $8,000 and the fee for the premium indication is $8,500. 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 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

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

Accepted: Utah County Indemnity Pool

By: ____________________________ Date:____________________________

UTAH COUNTIES INDEMNITY POOL
BUDGET

	Audited 2023	Approved 2024	Tentative 2025	Final 2025
Revenue				
Contributions	9,061,299	$ 10,548,979	$ 10,976,604	$ 11,016,742
Investments	1,015,500			
Other	8,767			
Total Income	**10,085,566**	**10,548,979**	**10,976,604**	**11,016,742**
Underwriting Expense				
Losses and Loss Adjustments	5,390,564	4,750,000	5,300,000	5,300,000
Reinsurance	3,098,312	4,175,000	3,925,000	3,925,000
Total Underwriting Expenses	**8,488,875**	**8,925,000**	**9,225,000**	**9,225,000**
Administration Expense				
Directors	25,807	55,000	55,000	55,000
Depreciation	1,231	1,000	1,000	1,000
Risk Management	30,847	80,000	80,000	80,000
Public Relations	36,617	45,000	45,000	45,000
Office	102,671	120,000	110,000	110,000
Financial/Professional	98,541	135,000	135,000	135,000
Personnel	964,696	900,000	865,000	865,000
Total Administrative Expenses	**1,260,410**	**1,336,000**	**1,291,000**	**1,291,000**
Total Operating Expense	**9,749,285**	**10,261,000**	**10,516,000**	**10,516,000**
Net Asset Management Fund	**$ 336,281**	**$ 287,979**	**$ 460,604**	**$ 500,742**
Other Income (Expenses)				
Change in Fair Value Investments	39,295			
Change in Fair Value Equity	454,780			
Total Other Expenses	**494,075**			
Change in Net Position	**830,356**			

Utah Counties Indemnity Pool
Danielle Davis, Accounting Specialist
5397 S Vine Murray, UT 84107-6757
ddavis@ucip.utah.gov
801.307.2113

Resolution No. 2024 - 2

RESOLUTION GOVERNING THE ADDOPTION OF THE 2025 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 2025 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 19 day of December , 2025.

BOARD OF DIRECTORS
UTAH COUNTIES INDEMNITY POOL

By: ______________________________
Bruce Adams, President

UTAH COUNTIES
INDEMNITY POOL

STANDING COMMITTEES

COMMITTEES of the BOARD

AUDIT
Mike Wilkins, *Chair*, Uintah County Clerk/Auditor
William Cox, Rich County Commissioner
Greg Miles, Duchesne County Commissioner
David Tebbs Garfield County Commissioner

EDUCATION
William Cox, *Chair,* Rich County Commissioner
Craig Blake, Sevier County HR Director
Christopher Crockett, Weber County Deputy Attorney
Victor Iverson, Washington County Commissioner
Kelly Sparks, Davis County Sheriff
Sim Weston, Rich County Commissioner

GOVERNANCE
Gage Froerer, *Chair*, Weber County Commissioner
Craig Blake, Sevier County HR Director
Christopher Crockett, Weber County Deputy Attorney
Victor Iverson, Washington County Commissioner
Mike Wilkins, Uintah County Clerk/Auditor

MEMBERSHIP APPROVAL
Bob Stevenson, *Chair*, Davis County Commissioner
Lee Perry, Box Elder County Commissioner
Sim Weston, Rich County Commissioner
Mike Wilkins, Uintah County Clerk/Auditor

NOMINATING
Bob Stevenson, *Chair*, Davis County Commissioner
Gage Froerer, Weber County Commissioner
David Tebbs, Garfield County Commissioner
Sim Weston, Rich County Commissioner
Mike Wilkins, Uintah County Clerk/Auditor

PERSONNEL
Craig Blake, *Chair*, Sevier County HR Director
William Cox, Rich County Commissioner
Christopher Crockett, Weber County Deputy Attorney
Marla Young, Box Elder County Clerk

COMMITTEES of the MEMBERS

LAW ENFORCEMENT
Kelly Sparks, *Chair*, Davis County Sheriff
Tracy Glover, Kane County Sheriff
Eric Houston, Garfield County Sheriff
Richard Jacobson Millard County Sheriff

LITIGATION MANAGEMENT
Christopher Crockett, *Chair*, Weber Deputy Attorney
Neal Geddes, Davis County Deputy Attorney
Stephen Hadfield, Box Elder County Attorney
Devin Snow, Washington County Lead Civil Attorney
Jon Stearmer, Uintah County Deputy Attorney
Scott Sweat, Wasatch County Attorney
Robert Van Dyke, Kane County Attorney

PERSONNEL
Craig Blake, *Chair*, Sevier County HR Director
Casey Basaker, Morgan County HR Director
Christopher Bone, Davis County HR Director
Crystal Brake, San Juan County Personnel Director
Jennifer Bradbury, Iron County HR Director
Tonya Craven, Uintah County HR Director
Rhonda Gant, Kane County HR Director
Mary Huntington, Emery County Personnel Director
Joel Tucker, Washington County HR Director
Jacob Nielson, Millard County HR Director
David Rowley, Wasatch County HR Director
Jenica Stander, Box Elder County Personnel Director
Emily Wilde, Weber County HR Director

UTAH COUNTIES INDEMNITY POOL
PERSONNEL—EMPLOYMENT TERMINATION POLICY

SECTION A EFFECTIVE DATE AND FREQUENCY OF REVIEW

1. The effective date of this policy is May 1, 2022.

2. This policy should be reviewed annually, but not less than every three years by the Board of Directors.

3. This policy should also be reviewed at any time that changes to laws or rules governing employee compensation 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. The purpose of this policy is to identify the circumstances and procedures for termination of employment with UCIP.

SECTION C AUTHORITY

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

SECTION D APPLICABILITY AND SCOPE

1. This policy is applicable to all UCIP employees. No individual Director, officer or employee has the authority to waive, alter or make exception to any of these policies unless expressly provided for herein.

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. Pool: the Utah Counties Indemnity Pool.

4. UCIP: the Utah Counties Indemnity Pool.

SECTION F POLICY STATEMENTS

1. The manner in which employment with UCIP is terminated will impact the benefits provided and procedure for termination.

SECTION G PROCEDURES AND RESPONSIBILITIES

1. An employee's employment with UCIP may terminate in the following ways:

a. **Resignation**

Employees may resign at any time. However, as a courtesy, UCIP requests that employees give a minimum of two weeks written notice so that UCIP has time to prepare final paperwork and arrange to assure minimal disruption to member service. Any earned and/or accrued Vacation and Sick leave will be paid at the time of resignation in accordance with the Employee Leave Policy.

b. **De-facto Resignation**

Employees who are absent from work for three consecutive days and are capable of providing notice to their supervisor, but fail to do so, are considered to have voluntarily resigned.

c. **Involuntary Termination**

UCIP may terminate an employee's employment at any time for cause in accordance with the Employee Discipline Policy and Grievance and Appeal Process, providing due process as required by applicable federal and state law.

d. **Retirement**

Employees may retire at any time. However, as a courtesy, UCIP requests that employees give a minimum of two weeks written notice so that UCIP has time to prepare final paperwork and arrange to assure minimal disruption to member service. Any earned and or accrued Vacation and Sick leave will be paid in accordance with the Employee Leave Policy.

Any employee who is terminated through de-facto resignation or involuntary termination shall be provided the ability to file a grievance in accordance with the Grievance and Appeal Process Policy.

2. **Termination Pay**

Employees whose employment with UCIP is terminated will be paid the wages due them at the next regularly scheduled payday, after their final workday as determined by the CEO. Dental, Health and Vision Benefits will terminate effective the last day of the month of the employees termination. UCIP will pay earned and accrued Vacation and Sick leave due the employee in accordance with the Employee Leave Policy. To allow for an audit of accrued Vacation and Sick leave and any other compensation and/or deductions provided for under UCIP Policies, final payment due the employee, if any, will be paid at the next regularly scheduled payday following the payday on which wages due were paid.

SECTION H REVISION HISTORY

1. Adopted: April 21, 2022

2. Revised: October 25, 2023

~~2.~~3. Revised: December 19, 2024

SECTION I   APPENDICES

1. There are no appendices to this policy

UTAH COUNTIES INDEMNITY POOL
PERSONNEL—EMPLOYEE COMPENSATION POLICY

SECTION A EFFECTIVE DATE AND FREQUENCY OF REVIEW

1. The effective date of this policy is May 1, 2022.

2. This policy should be reviewed annually, but not less than every three years by the Board of Directors.

3. This policy should also be reviewed at any time that changes to laws or rules governing employee compensation 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. The purpose of this policy is to provide equitable and adequate compensation to employees of UCIP.

SECTION C AUTHORITY

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

SECTION D APPLICABILITY AND SCOPE

1. This policy is applicable to all UCIP employees. No individual Director, officer or employee has the authority to waive, alter or make exception to any of these policies unless expressly provided for herein.

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. COLA: Cost of Living Adjustment.

4. Compensatory Hours: Hours accrued for approved overtime.

5. Overtime Rate: One and one-half of the employees wage rate paid for approved overtime.

6. Pool: the Utah Counties Indemnity Pool.

7. UCIP: the Utah Counties Indemnity Pool.

SECTION F POLICY STATEMENTS

1. All compensation provided to UCIP employees will be determined or approved by the UCIP Board of Directors. The UCIP Board may alter, amend, or supplement these policies and procedures at any time to the extent allowed by law.

SECTION G PROCEDURES AND RESPONSIBILITIES

1. **Wages**

It is the intent of UCIP to provide its employees with wages competitive with other similar employers in the Salt Lake County area and with other similar governmental risk pools. Employee wages will be determined by the UCIP Board and may be set based on analysis of wages for similar employers in the Salt Lake County area, similar governmental risk pool employers and in consideration of other benefits provided to similar employees to recognize the value of each employee's total compensation package.

a. **Cost of Living Adjustments**

Adjustments to wages related to cost of living are recommended by the CEO, and approved at the sole discretion of the UCIP Board.

(i) Employee salaries may be adjusted annually to protect them from inflation of the local economy. COLA will be paid only if funds are available in the budget, and at the sole discretion of the Board.

(ii) The UCIP Board may consider in part the percentage increase (if any) of the U.S. Department of Labor, Consumer Price Index for the Western Region as reported in October of each year, when considering any COLA type wage adjustment.

(iii) New and rehired employees working within their introductory period, as described in the Personnel Employment Classification Policy, are not eligible for a COLA.

b. **Merit Adjustment**

A Merit adjustment to wages may be recommended by the CEO for exemplary performance by an employee in their position or to address market conditions.

(i) Merit wage increases may only be granted upon recommendation of the CEO and approval of the UCIP Board.

(ii) The effective date of any merit increase shall be the first pay period of the calendar year, unless otherwise authorized by the UCIP Board.

(iii) New and rehired employees working within their introductory period, as described in the Personnel Employment Classification Policy, are not eligible for a merit adjustment.

c. Classification or Job Duties Adjustment

Adjustments to wages related to change in classification and/or job duties may be recommended by the CEO, and approved at the sole discretion of the UCIP Board.

2. **Overtime**

a. To achieve effective budget management, overtime hours are generally not allowed. Employees may not work overtime hours without prior approval by the CEO.

b. The CEO may adjust an employee's work hours within a pay period to avoid an employee working overtime (over 40 hours in a ~~pay period~~week).

c. In accordance with the Fair Labor Standards Act (FLSA), ~~A~~approved overtime hours may be compensated as Compensatory Hours at a rate of one and one-half hours for each overtime hour~~s~~ worked. Total Compensatory Hours accrued may not exceed 20 hours without approval of the CEO, and in no case may exceed 40 hours. ~~To achieve effective budget management, UCIP's preference is to have employees utilize Compensatory Hours within the current or following pay period of the hours being accrued.~~ Compensatory Hours may be used by the employee at any time unless the use of the hours, at the time requested, would unduly disrupt UCIP operations in the opinion of the CEO.

d. Compensatory Hours ~~exceeding 20 hours maximum~~ accumulated prior to December 15 will not roll over from one year to the next and any accumulated Compensatory Hours as of December 15 must be used by December 31st, or the hours will be paid at the Overtime Rate ~~no later than the~~ on the last pay period ~~following the end of the pay period that the excess hours are accrued~~of the calendar year. Compensatory Hours earned after December 15 may be rolled over to the next calendar year.

e. Approved overtime hours may be paid at the Overtime Rate for the pay period they were earned at the employees request, but once converted to Compensatory Hours can only be paid out as Overtime in accordance with paragraph d above, or with the CEO's written approval.

~~e.~~f. Employees with accrued Compensatory Hours shall use those hours before use of Vacation Hours.

3. **Bonuses**

It is the policy of the UCIP Board not to provide bonuses to its employees.

4. **Employee Award**

Employee awards may be recommended by the CEO in appreciation of efforts on behalf of UCIP. All awards shall be approved by, and at the sole discretion of, the UCIP Board. The value of employee awards may not exceed $250 per employee annually.

5. **Auto Allowances**

The UCIP Board has approved an Auto Allowance at a rate identified below to be paid to specific employees that regularly use their personal vehicle for travel for authorized UCIP business. The Auto Allowance is considered income for purposes of taxable income and will be reported by UCIP as taxable income paid to the employee.
Auto Allowance is approved for the CEO at a rate of $750 per month.

6. **Payroll Procedures**

Paydays will be twice a month, on the fifteenth and the last day of the month. If a payday falls on a Saturday, Sunday, or legal Holiday, UCIP will pay wages earned during the pay period on the day preceding the Saturday, Sunday, or legal Holiday.

SECTION H REVISION HISTORY

1. Adopted: April 21, 2022

2. Revised: June 16, 2022

3. Revised: October 25, 2023

4. Revised: February 15, 2024

~~4.~~5. Revised: December 19, 2024

SECTION I APPENDICES

1. There are no appendices to this policy

UTAH COUNTIES INDEMNITY POOL
PERSONNEL—EMPLOYEE LEAVE POLICY

SECTION A EFFECTIVE DATE AND FREQUENCY OF REVIEW

1. The effective date of this policy is May 1, 2022.

2. This policy should be reviewed annually, but not less than every three years by the Board of Directors.

3. This policy should also be reviewed at any time that changes to laws or rules governing employee leave 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. The purpose of this policy is to outline leave time available to employees of UCIP.

SECTION C AUTHORITY

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

SECTION D APPLICABILITY AND SCOPE

1. This policy is applicable to all UCIP employees. No individual Director, officer or employee has the authority to waive, alter or make exception to any of these policies unless expressly provided for herein.

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. Close Relative: Aunt, uncle, first cousin.

4. Immediate Family: Spouse, child by blood or in-law, parent by blood or in-law, sibling by blood or in-law, grandparent by blood or in-law, grandchild. For purposes of this Policy, death of a child includes death by miscarriage or stillbirth.

5. FMLA: Family Medical Leave Act.

6. Pool: the Utah Counties Indemnity Pool.

7. UCIP: the Utah Counties Indemnity Pool.

8. USERRA: Uniformed Services Employment and Reemployment Rights Act.

SECTION F POLICY STATEMENTS

1. UCIP provides leave time to eligible employees based on their employee classification. Full-time employees are eligible for all leave benefits described in this Policy, unless specifically excluded. Part-time employees are eligible for leave benefits as described throughout this Policy to the extent identified. Temporary employees are not eligible for any discretionary benefits unless required by law.

SECTION G PROCEDURES AND RESPONSIBILITIES

1. **Holidays**

UCIP will provide the following paid Holidays to full-time employees only:

a. The first workday of January—New Year's Day;

b. The third Monday of January—Martin Luther King Day;

c. The third Monday of February—Presidents' Day;

d. The last Monday of May—Memorial Day;

e. Generally ~~T~~the third Monday of June ~~(~~in accordance with UCA 63G-1-301~~)~~—Juneteenth National Freedom Day;

f. The 4th of July—Independence Day;

g. The 24th of July—Pioneer Day;

h. The first Monday of September—Labor Day;

i. The second Monday of October—Columbus Day;

j. The fourth Thursday and Friday of November—Thanksgiving Day & the Friday after;

k. The 24th of December—Christmas Eve; and

l. The 25th of December—Christmas Day.

When a paid Holiday falls on a Saturday, the paid Holiday will be observed on the Friday preceding the Holiday. When a paid Holiday falls on Sunday, the paid Holiday will be observed on the Monday following.

If the observed Holiday falls on another Holiday the CEO will determine the day that the Holiday will be observed.

Should a paid Holiday occur while an employee is on Vacation, the employee will not be charged with Vacation on the day of the paid Holiday.

To be eligible for Holiday pay an employee must work the regular scheduled day prior to the Holiday, or the first regular scheduled day after the Holiday, or be on an authorized paid leave using Vacation pay, Sick leave pay, FMLA or USERRA.

If the CEO requests an employee to work on a scheduled paid Holiday the employee may use the day as a floating paid Holiday to be used prior to the end of the calendar year.

2. **Vacation**

Vacation leave is provided to allow employees a break from their work duties to rest and reinvigorate. UCIP may require employees in fraud sensitive positions to take a minimum number of days of Vacation per year. It is UCIP's intent to incent employees to use Vacation leave in the year it is earned. A policy to carry over Vacation leave is provided to allow employees to plan for extended Vacations, and is not meant as a means for employees to "bank" significant Vacation leave. It is also UCIP's intent to incent employees to use Vacation leave in blocks of several days, rather than a day or two at a time. UCIP will provide paid Vacation to employees according to the following:

a. Full-time employees with less than five years of service earn Vacation leave at the rate of four hours of Vacation leave for every full pay period worked, not to exceed 96 hours per calendar year. Full-time employees with more than five but less than ten years of service earn five hours of Vacation for every full pay period worked, not to exceed 120 hours per calendar year. Full-time employees with ten years of service and over earn 6.68 hours of Vacation for every full pay period worked, not to exceed 160 hours per calendar year.

b. Part-time employees scheduled to work less than 1,040 hours annually earn Vacation leave and are limited by the calendar year maximum at one-half the rate of a full-time employee.

c. Vacation leave may be advanced to employees with the approval of the CEO. Advanced Vacation leave requests totaling more than five days must be submitted to the UCIP

Board for approval. Advanced Vacation leave not earned prior to a termination will be deducted from the employee's final paycheck.

d. At the discretion of the CEO an employee may be allowed to be paid out all or part of their earned Vacation leave, at the current rate of pay.

e. Vacation hours may be carried forward to succeeding years. However, no more than 360 hours may be carried forward to succeeding years. All accumulated Vacation leave in excess of 360 hours at the end of the calendar year will be paid to the employee at the current rate of pay at the last pay period at the end of the calendar year.

f. Vacation leave may be used in increments of no less than one half (½) hour.

g. Employees may generally use their Vacation leave anytime; however, to assure quality of member service, all Vacation leave must be approved in advance by the employee's supervisor. To allow adequate time for the supervisor to consider requests for Vacation leave, employees are encouraged to request Vacation leave as far in advance as possible, but generally, not less than one week in advance of the beginning of the Vacation period. If an employee feels their supervisor's denial of Vacation leave is unreasonable, they may ask for a review of the request for Vacation leave by the CEO.

h. Legal Holidays occurring while an employee is on Vacation leave are not deducted from an employee's accrued Vacation leave.

i. Unless required by law, employees do not earn Vacation leave while on an unpaid leave of absence unrelated to an injury or illness, when a period of an employee's own illness or injury exceeds 45 days, or when temporary total disability, due to a work related injury, exceeds 45 days.

j. Vacation hours may not be used for a work related injury or illness covered by workers compensation benefits.

3. **Sick Leave**

UCIP will provide compensated Sick leave to full-time and part-time employees who cannot perform their normal duties as a result of non-work related illness, injury or physicians visits related to non-work related illness or injury. Employees are encouraged to build up Sick leave so that days are available for serious illness. Employees who regularly use up Sick leave will be counseled regarding the difficulties such a practice may create. Sick leave is considered a privilege and employees should use it responsibly. Intentional misuse of Sick leave may be grounds for discipline, up to and including termination.

a. Full-time employees earn Sick leave at a rate of four hours of leave for every full pay period worked, not to exceed 96 hours per calendar year.

b. Part-time employees scheduled to work 1,040 or more hours annually earn Sick leave at one-half the rate and are limited by the calendar year maximum of a full-time employee.

c. Sick leave hours may be carried forward to succeeding years. However, no more than 600 hours may be carried forward to succeeding years. All accumulated Sick leave above 600 hours at the end of the calendar year will be converted to Vacation leave, at the end of the calendar year, at the rate of eight hours earned Sick leave equals four hours Vacation leave.

d. An employee may not be allowed to be paid out all or part of their earned Sick leave, except at termination as described in this section.

e. The Sick leave hours earned by employees who leave UCIP service for any reason other than De-facto Resignation or Involuntary Resignation, as described in this Policy, will be converted to Vacation leave at the rate of eight hours earned Sick leave equals four hours Vacation leave and paid out as Vacation leave at the next regularly scheduled payday.

f. Sick leave may not be converted to Vacation leave for purposes other than at termination or carrying over the maximum Sick leave hours at year end as described in this section.

g. Employees may take Sick leave for personal illness or to care for sick family members (spouse, child, other dependent or parent).

h. Employees taking Sick leave should provide notice at least one hour prior to beginning of shift in order to minimize disruption to the workplace.

i. Use of Vacation leave for absence from work due to an employee's own illness or injury will only be allowed when the employee has exhausted all earned and accrued Sick leave.

j. After exhausting all accrued Sick and Vacation leave, the employee may be considered to be on an unpaid leave of absence at the discretion of the CEO.

k. Sick leave may be taken in increments no less than one half (½) hour.

l. Legal Holidays occurring while a full-time employee is ill will not be deducted from an employee's earned or accrued Sick leave.

m. Unless required by law, employees do not earn Sick leave while on an unpaid leave of absence, when a period of an employee's own illness or injury exceeds 45 days, or when temporary total disability, due to a work related injury, exceeds 45 days.

n. After three consecutive days of Sick leave the CEO may require an employee to provide a doctor's certificate with respect to any Sick leave taken. If such certificate is not provided, the employee's absence may be considered absence without leave at the discretion of the CEO.

o. After three consecutive days of Sick leave the CEO may require an employee to provide a doctor's certificate with respect to the employee's ability to return to work, prior to the employee returning to work.

p. Sick leave may not be used for a work related injury or illness with the exception of the first three days of a short term disability if those days are not covered by workers compensation benefits.

4. **Bereavement Leave**

UCIP will grant bereavement leave to employees who suffer the death, ~~including miscarriage or stillbirth,~~ of a member of their ~~I~~Iimmediate ~~f~~Family, or a ~~c~~Close ~~r~~Relative. It is the intent of UCIP to be considerate of an employee's special needs and to be supportive at the time of the death of a loved one.

Accordingly, UCIP will provide the employee with paid time off from work to attend the funeral and to fulfill other responsibilities before the funeral without charge to the employee's earned or accrued Sick or Vacation leave.

If an employee suffers the death of an ~~close relative~~Immediate Family member, and requests more than three days time off from work during the period of bereavement, the CEO may approve the request up to 5 days based on the following:

a. The degree to which the deceased was dependent on the employee;~~The necessity and appropriateness of the time off. The employee should be attending the funeral and/or have certain responsibilities to fulfill before the funeral.~~

b. The degree to which the employee has responsibility to plan for and travel to the funeral.The amount of time off:

~~*(i)* If the deceased was a dependent of an employee, the employee may have paid time off up to five (5) days at the discretion of the CEO.~~

For ~~other~~ death of a C~~c~~lose R~~r~~elative~~s~~ the employee may have one day paid time off ~~for the day of~~to attend the funeral.

The pay for bereavement leave will be based on the employee's current rate of pay and the number of hours in the employee's normal work week. Employees may request additional days off and use accrued Vacation or leave without pay, as approved by the CEO.

In the event of the death of a member of the Immediate Family while an employee is on Vacation, Vacation hours will not be charged by the amount of time normally authorized as outlined above.

5. **Jury Duty**

Every employee will be granted an unpaid leave of absence when subpoenaed or ordered to appear as a juror or witness by the Federal Government, State of Utah, or political subdivision thereof. If the employee turns over the juror or witness fee to UCIP along with a copy of the subpoena, UCIP will pay the employee's regular compensation during the period of jury service. Travel time to or from juror or witness duty is also considered an approved absence, but UCIP will not pay any overtime regardless of the amount of jury service time and jury travel time. UCIP will not pay for jury duty related mileage regardless of whether the subpoena requires travel during work hours.

SECTION H REVISION HISTORY

1. Adopted: April 21, 2022

2. Revised: October 25, 2023

3. Revised: December 19, 2024

SECTION I APPENDICES

1. There are no appendices to this policy

UTAH COUNTIES INDEMNITY POOL

BYLAWS COVERAGE ADDENDUM

1. AUTHORITY

The Utah Counties Indemnity Pool (the **Pool** or **UCIP**) is formed pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Annotated §11-13-101 et seq., as a governmental entity within the scope of the Utah Governmental Immunity Act, Utah Code Annotated §63G-7-101 et seq., and recognized as a Public Entity Insurance Mutual under the Utah Insurance Code, Utah Code Annotated §31A-1-103 et seq. The **Pool** is a risk sharing arrangement among Utah County Governments and other eligible public agencies that are parties to the **UCIP** Amended Interlocal Cooperation Agreement as an alternative to insurance for the funding of costs associated with property and casualty losses. The purposes of the **Pool** are to provide a funding mechanism for property losses through group self-insurance, and casualty losses through a group liability reserve fund as described in Utah Code Annotated §63G-7-703 et seq., to provide for the purchase or joint purchase of insurance, and to assist **Members** in controlling costs by providing specialized governmental risk management services and systems.

2. SCOPE

The **Coverage Addendum** is an addendum to and made a part of the Bylaws of the Utah Counties Indemnity Pool (**Bylaws**) under authority of the Amended Interlocal Cooperation Agreement. The **Coverage Addendum** shall not be construed to create a separate agreement among the **Members** of the **Pool**, or between the **Pool** and any individual **Member** or other party.

3. PURPOSE

It is the intent of the **Pool** to provide access to the funds of the **Pool** for the property and casualty losses covered in the **Coverage Addendum** to each **Member** including a **Member's** obligations for the actions of their employees as defined and in accordance with the Utah Governmental Immunity Act, Utah Code Annotated §63G-7-102(3)(a)(i), (3)(a)(ii), (3)(a)(iii), (3)(a)(iv), (3)(a)(ix), (3)(b) and (3)(c). References to "coverage", including but not limited to use of the terms "cover", "covers" or "covered", as used in the Amended Interlocal Cooperation Agreement, the **Bylaws**, the **Coverage Addendum**, and any endorsement to the **Addendum** means the **Members**' ability to access the funds of the **Pool** to indemnify the **Member** for loss. The **Coverage Addendum** is made a part of the **Bylaws** to eliminate misunderstandings regarding coverages; to avoid coverage disputes; to clarify responsibilities during the claims handling process; and to provide the **Members** with a document that identifies when and to what extent a **Member** will be indemnified for loss from the funds of the **Pool**.

4. EFFECTIVE DATE AND TERM

The effective date of this **Coverage Addendum** to the **Bylaws** is January 1, 2025~~October 1, 2024~~ and shall remain in effect until amended by the **UCIP** Board of Directors in accordance with the **Interlocal Cooperation Agreement**.

PROPERTY for which two or more deductibles apply, the total deductible shall not exceed the single largest deductible applicable to the **Occurrence**.

However, in any **Occurrence** where loss or damage is caused by more than one peril covered under this COVERAGE PART I PROPERTY, the **Pool** shall have the right to separate the loss amount by peril for the purposes of application of the deductible(s), notwithstanding the above reference to two or more deductibles.

7. PROPERTY COVERAGE TERRITORY

This COVERAGE PART I PROPERTY covers COVERED PROPERTY in The United States of America and Canada.

SECTION C PROPERTY DAMAGE

This COVERAGE PART I PROPERTY, subject to the terms, exclusions, limits and conditions contained herein or amended hereon, covers all risks of direct physical loss of or direct physical damage to the **Member's** PROPERTY as described herein, provided such loss or damage occurs during the Term of Coverage described in TERMS APPLICABLE TO ALL COVERAGE PARTS A.1.

1. COVERED PROPERTY(IES)

This COVERAGE PART I PROPERTY covers the following property, unless otherwise excluded elsewhere in this COVERAGE PART I PROPERTY, anywhere within the PROPERTY COVERAGE TERRITORY, to the extent of the interest of the **Member** in such property.

a. Real property, including but not limited to buildings, remodeling, installations and construction in which the **Member** has an insurable interest.

b. PERSONAL PROPERTY:

(i) Owned by the **Member** other than **Mobile Equipment** and **Vehicles**, including the **Member's** interest as a tenant in improvements and betterments. In the event of physical loss or damage, the **Pool** agrees to accept and consider the **Member** as sole and unconditional owner of improvements and betterments, notwithstanding any contract or lease to the contrary;

(ii) Of officers and employees of the **Member** other than **Mobile Equipment** and **Vehicles,** while acting within the scope of duties on behalf of the **Member**, at or within 100 feet of a real property covered above in 1.a. while such property is being held or used for the benefit of the **Member** with the **Member's** knowledge and consent;

(iii) Of law enforcement, EMS and fire department employees, including volunteer law enforcement, volunteer EMS and volunteer fire department personnel of the **Member** other than **Mobile Equipment** and **Vehicles**, ~~within the COVERAGE TERRITORY~~ while acting within the scope

of duties on behalf of the **Member** within the COVERAGE TERRITORY while such property is being held or used for the benefit of the **Member** with the **Member's** knowledge and consent~~.~~;

(iv) Of others in the **Member's** custody other than Mobile Equipment and Vehicles, to the extent the **Member** is under obligation to keep insured for physical loss or damage covered by this COVERAGE PART I PROPERTY; or

(v) Of others in the **Member's** custody to the extent of the **Member's** legal liability for physical loss or damage to personal property. The **Pool** will provide defense assistance to a **Member** for that portion of any suit against the **Member** that alleges such liability and seeks **Damages** for such covered physical loss or damage in accordance with the TERMS APPLICABLE TO ALL LIABILITY COVERAGE PARTS number 10 **DEFENSE JUDGMENT AND SETTLEMENT**. The **Pool** may, without prejudice, investigate, negotiate and settle any such **Claim** or suit as the **Pool** deems expedient.

(vi) **Mobile Equipment**~~,~~ and **Vehicles**~~, **Unmanned Aircraft Systems**, and watercraft~~ owned or leased by the **Member**.

(vii) **Mobile Equipment** and **Vehicles** owned, leased, borrowed or rented by employees, officers and authorized volunteers or their family members, when such Mobile Equipment and **Vehicles** are being used for the benefit of the **Member** and with the **Member's** knowledge and consent.

This COVERAGE PART I PROPERTY also covers the interest of contractors and subcontractors in COVERED PROPERTY during construction at a COVERED PROPERTY, to the extent of the **Member's** legal liability to insure physical loss or damage to such property. Such interest of contractors and subcontractors is limited to the property for which they have been hired to perform work and such interest will not extend to any TIME ELEMENT coverage provided under this COVERAGE PART I PROPERTY.

2. PROPERTY EXCLUDED

This COVERAGE PART I PROPERTY excludes:

a. Currency, money, precious metal in bullion form, notes, or securities.

b. Land, water or any other substance in or on land; except this exclusion does not apply to loss or damage caused by or resulting from a **Defined Peril** for the following items:

(i) Land improvements consisting of landscaping including trees and shrubs, tunnels, piers, docks, pilings, bulkheads, wharves, piping, fiber optic cables and retaining walls, but not including any land beneath such property.

(ii) Pedestrian bridges (including golf cart bridges), and dams (including earthen dams), but not including coverage for the peril of **Flood**.

file, identified, or scheduled by the **Pool**. No coverage is provided under this MISCELLANEOUS UNNAMED PROPERTY on property while waterborne.

This MISCELLANEOUS UNNAMED PROPERTY does not cover any property covered or excluded under any other item of this COVERAGE PART I PROPERTY.

s. PROOF OF LOSS PREPARATION FEES AND EXPENSES

This COVERAGE PART I PROPERTY covers the actual costs incurred by the **Member**, of reasonable fees payable to the **Member's** accountants, architects, auditors, engineers, or other professionals and the cost of using the **Member's** employees, for producing and certifying any particulars or details contained in the **Member's** books or documents, or such other proofs, information or evidence required by the **Pool** resulting from a covered loss payable under this COVERAGE PART I PROPERTY for which the **Pool** has accepted liability.

Coverage will not include the fees and costs of attorneys, public adjusters, and loss appraisers, all including any of their subsidiary, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them.

t. PROPERTY IN THE COURSE OF CONSTRUCTION AND SOFT COSTS

This COVERAGE PART I PROPERTY covers projects in the course of construction, but only in excess of any Builders Risk policy on the project whether the insured under the Builders Risk policy is the Member, a contractor, subcontractor, lender or any other party.

This PROPERTY IN THE COURSE OF CONSTRUCTION AND SOFT COSTS does not apply to any project that the **Member** has agreed to waive subrogation rights against any other party for damage to the project.

This PROPERTY IN THE COURSE OF CONSTRUCTION AND SOFT COSTS also covers the necessary **Soft Costs**.

u. PROTECTION AND PRESERVATION OF PROPERTY

This COVERAGE PART I PROPERTY covers:

(i) Reasonable and necessary costs incurred for actions to temporarily protect or preserve COVERED PROPERTY, provided such actions are necessary due to actual, or to prevent immediately impending, covered physical loss or damage to such COVERED PROPERTY.

(ii) Reasonable and necessary includes, but is not limited to:

(A) Fire department firefighting charges imposed as a result of responding to a fire in, on or exposing the COVERED PROPERTY;

(ii) **Actual Cash Value** of the property at the time of loss; or

(iii) Cost to repair or replace with material of like size, kind and quality.

e. On **Fine Arts** articles, the lesser of:

(i) The reasonable and necessary cost to repair or restore such property to the physical condition that existed on the date of loss;

(ii) Cost to replace the article; or

(iii) Current market value at the time of loss.

(iv) The value reported for such property on the latest statement of values on file with the **Pool**.

In the event a **Fine Arts** article is part of a pair or set, and a physically damaged article cannot be replaced, or repaired or restored to the condition that existed immediately prior to the loss, the **Pool** will cover the lesser of the full value of such pair or set or the amount designated on the schedule. The **Member** agrees to surrender the pair or set to the **Pool**.

f. On VALUABLE PAPERS AND RECORDS and ELECTRONIC DATA AND MEDIA:

On data, programs or software stored on electronic, electro-mechanical, or electro-magnetic data processing or production equipment:

(i) The cost to repair, replace or restore data, programs or software including the costs to recreate, research and engineer;

(ii) If not repaired, replaced or restored within two years from the date of loss, the blank value of the media.

g. On all other VALUABLE PAPERS AND RECORDS and ELECTRONIC DATA AND MEDIAL, the lesser of the following:

(i) The cost to repair or restore, including the cost to recreate, research and engineer the item to the condition that existed immediately prior to the loss;

(ii) The cost to replace the item

h. On **Mobile Equipment**~~,~~ and **Vehicles**,~~ **Unmanned Aircraft Systems** and watercraft~~:

(i) The cost to repair or replace an owned **Vehicle** with a new **Vehicle** of like kind and quality at the time of loss, if less than or equal to two years from December 31 of the model year.

(iii) Mudslide or mud flow caused by accumulation of water on or under the ground.

b. The release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water, or the spray therefrom.

However, physical damage by fire, explosion or sprinkler leakage resulting from **Flood** is not considered to be loss by **Flood** within the terms and conditions of this COVERAGE PART I PROPERTY.

All flooding within a continuous 168 hour period will be considered a single **Flood**; the beginning of such period shall be determined by the **Member**.

10. **Flood Insurance Rate Map**: the official map of a community on which the administrator has designated the special hazards area applicable to the community.

11. **Gross Earnings**:

a. For manufacturing operations: the net sales value of production less the cost of all raw stock, materials and supplies used in such production; or

b. For mercantile or non-manufacturing operations: the total net sales less cost of merchandise sold, materials and supplies consumed in the operations or services rendered by the **Member**.

12. **Lease Interest**: the excess rent paid for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid (including maintenance or operating charges) for each month during the unexpired term of the **Member's** lease.

13. **Mobile Equipment**: any of the following types of self-propelled equipment, including any attached machinery or equipment:

a. Bulldozers, earthmovers, graders, tractors, diggers, farm machinery, forklifts, heavy construction equipment, mobile medical equipment, ATVs, snowmobiles, watercraft, Unmanned Aircraft Systems and other self-propelled equipment designed for use principally off public roads;

b. Self-propelled equipment maintained for use solely on or next to COVERED PROPERTY;

c. Self-propelled equipment that travel on crawler treads;

d. Equipment, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted power cranes, shovels, loaders, diggers or drills or to road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Trailers that are not self-propelled ~~and are maintained primarily to provide mobility to permanently attached equipment of the following types: air compressors, pumps and generators including spraying, welding, building, cleaning, geophysical exploration,~~

~~lighting and well servicing equipment or cherry pickers and similar devices used to raise or lower workers~~;

f. Self-propelled equipment not described above which are maintained primarily for purposes other than the transportation or persons or cargo.

14. **Net Lease Interest**: that sum which placed at 3% interest rate compounded annually would equal the **Lease Interest** (less any amounts otherwise payable hereunder).

15. **Normal**: the condition that would have existed had no physical loss or damage occurred.

16. **Occurrence:** any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, hail, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief one event shall be construed to be all losses arising during a continuous period of 72 hours. When filing PROOF OF LOSS, the **Member** may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the first loss to the COVERED PROPERTY occurs.

17. **Ordinary Payroll**: includes the **Member's** payroll for all employees except officers, executives, department managers, and employees under contract. It is comprised of, but not limited to, the payroll, benefits paid for the payroll, social security (FICA), union dues paid for the payroll, and workers compensation paid for the payroll.

18. **Period of Service Interruption**:

a. The period starting with the time when an interruption of specified services occurs; and ending when with due diligence and dispatch the service could be wholly restored and the COVERED PROPERTY receiving the service could or would have resumed **Normal** operations following the restorations of service under the same or equivalent physical and operating conditions as provided by the PERIOD OF LIABILITY provision of this Section of this COVERAGE PART I PROPERTY.

b. Is limited to only those hours during which the **Member** would or could have used services(s) if it had been available.

c. Does not extend to include the interruption of operations caused by any reason other than interruption of the specified service(s).

19. **Pollutants**: any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapors, soot, fumes, acids, alkalis, chemicals, vaccines and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

20. **Replacement Cost**: the amount it would cost to repair or replace COVERED PROPERTY, on the date of loss, with material of like kind and quality.

c. Nothing contained in this condition shall operate to:

(i) Increase the **Pool's** limits of liability; or

(ii) Include coverage for a **Member** who sustains **Property Damage** as a consequence of its own employee's acts.

10. DEFENSE, JUDGEMENT AND SETTLEMENT

a. The **Pool** will provide the **Member,** or if the Member is a county the **Member's** elected county attorney, legal assistance to defend any suits against the **Member** and any **Covered Party** the **Member** is required to defend under Utah Code Annotated §63G-7-902 and §17-18a-5-501 claiming **Damages** for which coverage is afforded under the **Addendum** for an **Occurrence**, **Wrongful Act** or **Privacy or Security Event**, even if any of the allegations of the suits are groundless, false, or fraudulent, and may make such investigation of any **Occurrence**, **Wrongful Act** and settlement of any **Claim** or suits as it deems expedient. No legal representation or defense will be provided for **Claims** made against a **Covered Party** in his or her personal capacity. The **Pool** has the right to select counsel to assist the **Member's** attorney; however, a **Covered Party** may hire co-defense counsel, at the **Covered Party's** expense, to assist in the defense of **Claim**, provided the attorney selected by the **Pool** shall be lead counsel. If the **Member** or the **Member's** elected or appointed attorney does not accept the counsel selected by the **Pool** and selects counsel that is not on the UCIP Defense Panel, it will be considered a waiver of the **Pool's** obligation to provide assistance defense counsel by the **Member**, and a **Covered Party** shall have no right to defense or reimbursement or indemnification of defense costs provided by the **Pool**, and the limit of liability, per occurrence, shall be reduced to $1,000,000. If the **Member** or the **Member's** elected or appointed attorney does not accept the counsel selected by the **Pool**, but selects a UCIP Defense Panel member that is not recommended for the specific claim by UCIP, it will be considered a waiver by the **Member** to the right to defense or reimbursement or indemnification of defense costs provided by the **Pool** in excess of $250,000, and the limit of liability, per occurrence, shall be reduced to $3,000,000. Except to the extent otherwise specifically provided in the **Coverage Addendum**, no **Covered Party** shall, except at the **Covered Party's** own expense, voluntarily make any payment, assume any obligation, or incur any expense without the **Pool's** prior written consent. The **Pool's** obligation to provide assistance defense counsel shall arise when the complaint or **Claim** alleges facts, which would obligate the **Pool** to indemnify the **Member** if the alleged facts were proven. The **Pool** will only be responsible for payment of that portion of a settlement or judgment, which relates to **Claims** for which coverage is afforded under the terms of the **Addendum**, provided, however:

(i) The **Pool** shall not be obligated to pay any settlement or portion of any settlement unless the **Pool** has given prior written consent to the settlement. A Member's settlement of a claim without the Pool's prior written consent is considered a waiver of any obligation to pay any other claims, suits, judgements, subrogation claims and in tender of claims under

an indemnification agreement that arise out of the occurrence, as the settlement would prejudice the Pool's ability to defend the Member in those claims;

(ii) The **Pool** shall not be obligated to pay any settlement or judgement or to provide assistance defense counsel in defense of any suits after the applicable Limits of Coverage have been exhausted; and

(iii) The **Pool** shall not be obligated to pay or indemnify a **Member** any recovery of judgement paid or defense costs under Utah Code Annotated §63G-7-903.

b. The Limits of Coverage shall include all costs, attorney's fees not excluded under this **Addendum** and expenses awarded to an adverse party in a litigated or contested **Claim**. All costs, attorney's fees and expenses incurred in the defense of a litigated or contested **Claim**, shall be excess of the Limits of Coverage set forth, but shall not exceed $1,000,000 above the Limits of Coverage set forth.

11. BANKRUPTCY

In the event of bankruptcy or insolvency of the **Member**, such bankruptcy or insolvency may not diminish the coverage provided by the **Addendum** regarding third parties. If execution against a **Member** is returned unsatisfied, an action may be maintained against the **Pool** to the extent that the liability is covered by the **Addendum**.

COVERAGE PART VII PUBLIC OFFICIALS LIABILITY

SECTION A TERMS

1. COVERAGE PROVIDED

This COVERAGE PART VII PUBLIC OFFICIALS 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**.

Coverage for COVERAGE PART VII PUBLIC OFFICIALS 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 $15,000,000 Annual Aggregate for all **Wrongful Acts**, 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 VII PUBLIC OFFICIALS LIABILITY does not apply to any **Claim** or suit:

1. Based upon or attributable to them gaining in fact any personal profit or advantage to which the **Covered Party** was not legally entitled including remuneration paid in violation of law as determined by a court.

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 IV AUTOMOBILE LIABILITY, 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.

16. Directly or indirectly arising out of the activities of any law enforcement agency or law enforcement personnel, including the operation of adult or juvenile detention facilities.

17. Arising out of strikes, riots or civil commotion.

18. Arising out of any failure or omission to effect or maintain insurance or bond of any kind.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the Utah Sheriff's Association ("USA") a Utah non-profit association and the Utah Counties Indemnity Pool ("UCIP") a Utah interlocal agency.

WHEREAS, UCIP believes that having each Sheriff's Office utilize legally based standards for the operation of county correctional facilities has a positive impact on reducing potential violations of inmate civil rights; and

WHEREAS, UCIP believes the use of such standards reduces costs of claims against the counties participating as members of UCIP; and

WHEREAS, UCIP assisted financially to development of the original Utah Jail Standards and gifted those standards to the USA in 2004; and

WHEREAS, the USA has more recently utilized jail standards owned and maintained by a third-party vendor by purchasing access to those standards for the members of USA; and

WHEREAS, the USA is considering updating the original Utah Jail Standards which the USA would have full ownership rights to assure those standards are available for use by all USA members; and

WHEREAS, UCIP believes it is in the best interest of their members to have the USA own the Utah Jail Standards and make those standards available to each of the counties that are members of UCIP; and

WHEREAS, UCIP has agreed to have the UCIP Defense Panel attorneys that specialize in defense of claims against the Sheriffs, specifically corrections related claims, review the Utah Jail Standards prior to their adoption by the USA to make recommendations regarding updates and/or revision at no cost to USA; and

WHEREAS, UCIP has an interest in assisting and assuring the Utah Jail Standards are reviewed regularly and updated in accordance with legislative changes and case law; and

WHEREAS, the Parties agree that UCIP has the capability, through its Defense Panel attorneys, to assist the USA in maintaining the Utah Jail Standards with updates based in the law;

NOW THERFORE, the USA and UCIP (the "Parties" and separately "Party") agree as follows:

If the USA moves forward with an option to update the original Utah Jail Standards which the USA will own, maintain and make available to each of its member county Sheriffs, and if the USA allows UCIP to provide input and assistance in the development and maintenance of those standards;

Then UCIP agrees to provide a review of the original Utah Jail Standards to be conducted by members of the UCIP Defense Panel with a report to the USA Executive Committee of recommended updates or changes for consideration by the membership of the USA, and UCIP agrees to cover up to $15,000 for such review and report; and

UCIP agrees to provide, at UCIP's sole cost, an annual review of the Utah Jail Standards to be conducted by members of the UCIP Defense Panel with a report to the USA Executive Committee of recommended updates or changes, if any, for consideration by the membership of the USA; and

UCIP agrees it shall make no claim to ownership in the Utah Jail Standards or updates thereto.

TERM

The term of this MOU shall be from the date the MOU is entered into by the Parties, or the date the USA takes formal action to adopt and maintain a set of Utah Jail Standards owned and maintained by the USA, whichever occurs last, and for a period of ten years, or the date on which the USA takes formal action to relinquish ownership of the Utah Jail Standards or otherwise terminates access of the standards to its membership. The term of this MOU shall automatically renew on an annual basis after the initial ten-year period unless the Parties agree in writing to a longer renewal period.

TERMINATION

Either Party may terminate this MOU by giving the other Party no less than 180 day's written notice as provided in the Notice provision of this MOU.

NOTICE

All notice required by this MOU are to be provided to:

Utah Sheriffs Association
Scott Burns, Executive Director
PO Box 489
Santa Clara, UT 84765

Utah Counties Indemnity Pool
Johnnie Miller, Chief Executive Director
5397 S Vine Street
Murray, UT 84107

NO PARTNERSHIP OR INDEPENDENT CONTRACTOR RELATIONSHIP

This MOU does not create a partnership or an independent contractor relationship between the Parties. All officers, employees and agents of each of the Parties remain such under the terms of this MOU.

NO WAIVER OF RIGHTS

By entering into this MOU UCIP does not waive any of its rights or protections at law as a political subdivision of the State of Utah, including those rights and protections under the Governmental Immunity Act and the Interlocal Act. By entering into this MOU USA does not waive any of its rights or protections at law as a Utah non-profit association.

SEVERABILITY

The declaration by any court or other binding legal source that any provision of this MOU is illegal and void shall operate to nullify this entire MOU, unless the Parties, within ninety (90) days of such declaration, expressly agree in writing that the void or illegal provision(s) is severable, and that the nullification of such void or illegal provision shall not affect the legality and enforceability of any other provision of this MOU.

MODIFICATION

Except as otherwise provided herein, this MOU may be amended, modified, or supplemented only by written amendment to the MOU signed by the Parties hereto, supported by consideration where consideration is required, ,and attached to the original copy of the MOU.

ATTESTATION

By signature of the individuals below, each attest that this MOU has been authorized by its respective governing bodies after appropriate legal review, and that they have authority to enter into this MOU by way of their signature hereto.

Utah Sheriffs Association
Scott Burns, Executive Director

____

Date ____________________

Utah Counties Indemnity Pool
Johnnie R. Miller, CEO

____

Date ________________

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

PUBLIC NOTICE is hereby given that the 2025 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 20, 12:30 p.m.
April 17, 12:30 p.m.
June 19, 12:30 p.m.
August 21, 12:30 p.m.
October 16, 12:30 p.m.
December 18, 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 19 DAY OF December 2024.

BOARD OF DIRECTORS,
UTAH COUNTIES INDEMNITY POOL

____
Bruce Adams, President

UTAH COUNTIES INDEMNITY POOL

STANDING COMMITTEE MEETINGS

AUDIT COMMITTEE:

1. April (Financial Audit & Actuarial Reserve Analysis
2. August (Preliminary Budget)
3. December (Audit & Actuarial Engagement Letters

PERSONNEL COMMITTEE:

1. December (Policy Review)
2. October (COLA)

LITIGATION MANAGEMENT:

1. April
2. October (UPC Civil Conference)

GOVERNANCE COMMITTEE:

1. June
2. October

NOMINATING COMMITTEE:

1. November (Prior to Membership Meeting, After Nomination Deadline)

LAW ENFORCEMENT:

As Needed

MEMBERSHIP APPROVAL:

As Needed

EDUCATION COMMITTEE:

As Needed

Conflict of Interest Statement

Officeholder Name:
Public Entity:
Office held:

Employer(s)
Name and address of current employer:
Description of current employment including occupation/job title:

Name and address of other employer(s) during the preceding year, with a description of that employment including occupation/job title:

Ownership or Officer of Other Entities
Name, position held, and description of the type of business or activity conducted by each entity you are an owner or officer of:

Other Sources of Income
Name and description of the type of business or activity conducted by any individual or entity from whom the officeholder received $5,000 or more in income during the preceding year (excluding individual customers or clients as part of a business or entity disclosed above):

Interest in Other Entities
Name and description of type of business or activity conducted by each entity the officeholder holds any stocks or bonds having a fair market value of $5,000 or more as of the date of this disclosure or during the preceding year (excluding funds managed by a third party, including blind trusts, managed investment accounts and mutual funds):

Other Entities Served
Name, position held and description of the type of business or activity conducted by each entity not named above for which the officeholder currently serves, or served in the preceding year, in a paid leadership capacity or in a paid or unpaid position on a board of directors:

Disclosure of Real Property
Description of any real property the officeholder holds an ownership or other financial interest in that may constitute a conflict of interest, including a description of the type of interest held:

Spouse
Name of spouse:
Name and address of spouse’s current employer:
Name and address of each employer of spouse during the preceding year:

Other Adults Residing with Officeholder
Name and description of the occupation and employment of each adult residing in the officeholder's household who is not related by blood or marriage:

Other Conflicts
Individuals or entities officeholder has provided assistance to (with or without compensation) in a transaction with the public entity for which this disclosure statement applies:

Name of any business not previously disclosed in this statement that is regulated by the public entity for which this disclosure statement applies which the officeholder holds an ownership interest of $5,000 or more:

Name of any business not previously disclosed in this statement which does, or is likely to, transact business with the public entity for which this disclosure statement applies that the officeholder holds an ownership interest of $5,000 or more in:

Description of any other matter or interest that the officeholder believes may constitute a conflict of interest in their duties with the public entity for which this disclosure statement applies:

To the best of my knowledge, I believe all information provided herein to be true and accurate,

____________________________ _______________
Signature of Officeholder Date

AGENDA

Utah Counties Indemnity Pool Board of Directors Meeting

Thursday, February 20, 2025 12:30 p.m.

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

12:30	Open Meeting, Pledge of Allegiance	Bruce Adams
ITEM	ACTION	
1.	Review/Excuse Board Members Absent	Bruce Adams
2.	Review/Approve December 19, 2024 Meeting Minutes	Mike Wilkins
3.	Ratification/Approval of Payments and Credit Card Transactions	Mike Wilkins
4.	Review/Approve Report on Conflict of Interest Disclosures	William Cox
5.	Review/Approve Coverage Addendum Amendments	Johnnie Miller
6.	Set Date and Time for Closed Meeting to Discuss Character, Professional Competence, Physical/Mental Health of an Individual	Bruce Adams
7.	Action on Personnel Matters	Craig Blake
8.	Set Date and Time for Closed Meeting to Discuss Pending or Reasonably Imminent Litigation	Bruce Adams
9.	Action on Litigation Matters	Christopher Crockett
	INFORMATION	
10.	Chief Executive Officer's Report	Johnnie Miller
11.	Calendar Items	Aly Michale
12.	April 2025 Board Meeting Agenda	Bruce Adams
13.	Other Reports	Bruce Adams

Electronic Meeting Notice: 681-999-0167, Participant Passcode: 675642, Anchor Location: 5397 S. State St, Murray, UT
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