

FIRST AMENDED and RESTATED INTERLOCAL AGREEMENT of the UTAH RISK MANAGEMENT AGENCY

Approved May 14, 2020 Signed by all cities July 28, 2020 Park City added January 1, 2024 Riverton added July 1, 2025

Utah Risk Management Agency

502 East 770 North ● Orem, UT 84097 ● 801-225-6692

TABLE OF CONTENTS

RECITALS	1
ARTICLE 1 - Definitions	2
ARTICLE 2 - Purposes	2
ARTICLE 3 - Non-Wavier of Immunity	3
ARTICLE 4 - Parties to Agreement	3
ARTICLE 5 - Term of Agreement	3
ARTICLE 6 - Creation of Agency	4
ARTICLE 7 - Powers of Agency	4
ARTICLE 8 - Voting Rights of Members	4
ARTICLE 9 - Liabilities and Obligations of the Agency	4
ARTICLE 10 - Board of Directors	5
ARTICLE 11 - Powers and Duties of the Board of Directors	5
ARTICLES 12 - Meetings of the Board of Directors	6
ARTICLE 13 - Meetings of Members	7
ARTICLE 14 - Officers, Agents and Personnel of the Agency	7
ARTICLE 15 - Joint Protection Program Coverage	7
ARTICLE 16 - Development of the Joint Protection Program	8
ARTICLE 17 - Accounts and Records	8
ARTICLE 18 - Responsibility for Monies	9
ARTICLE 19 - Responsibilities of the Agency	9
ARTICLE 20 - Responsibilities of Members1	LO
ARTICLE 21 - Effective Date of the Interlocal Agreement 1	L1
ARTICLE 22 - Commencement of Operations 1	L1
ARTICLE 23 - Membership1	L1
ARTICLE 24 - Withdrawal 1	L2
ARTICLE 25 - Cancellation	L2
ARTICLE 26 - Effect of Withdrawal1	L2
ARTICLE 27 - Termination and Distribution1	L2
ARTICLE 28 - Provision for By-Laws and Manual1	L3
ARTICLE 29 - Notices	L3
ARTICLE 30 - Amendment 1	13

ARTICLE 31 - Prohibition Against Assignment	14
ARTICLE 32 - Severability Clause	14
ARTICLE 33 - Agreement Complete	14
ARTICLE 34 - Liability and Indemnification	14

FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT OF THE UTAH RISK MANAGEMENT AGENCY

THIS AGREEMENT is made and entered into in the State of Utah among the Members of the Utah Risk Management Agency, a political subdivision of the State of Utah. Each party agrees to abide by the terms of this agreement. The parties to this agreement are collectively referred to as "Members" or "parties" and individually as "Member" or "party."

RECITALS

WHEREAS, the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.*, permits two or more public agencies to enter into an agreement with one another for joint or cooperative action, to provide services they are each authorized by Statute to provide, to make the most efficient use of their powers by enabling them to cooperate with other public agencies on a basis of mutual advantage, and to do anything they are each authorized by Statute to do;

WHEREAS, Utah Code Ann. §11-13-203 provides that two or more Utah public agencies may enter into an agreement to approve the creation of a Utah interlocal entity to accomplish the purpose of their joint or cooperative action;

WHEREAS, Utah Code Ann. §63G-7-801(1) provides that a governmental entity may purchase commercial insurance, self-insure, or self-insure and purchase excess commercial insurance;

WHEREAS, Utah Code Ann. §63G-7-801(2) provides that any government entity may self-insure by establishing a trust account to expend principal and earnings of the trust account solely to pay the cost of investigation, discovery, and other pretrial and litigation expenses including attorneys' fees, and pay all sums for which the governmental entity may be adjudged liable or for which a compromise settlement may be agreed upon;

WHEREAS, on or about September 30, 1985, the governing bodies of certain public agencies formed the Utah Municipal Risk Management Association and began operations by entering into an agreement titled Interlocal Agreement Creating the Utah Municipal Risk Management Association; and

WHEREAS, the parties now desire to amend the Interlocal Agreement Creating the Utah Municipal Risk Management Association to make various changes, updates, corrections, and

additions by approving and adopting this First Amended and Restated Interlocal Agreement of the Utah Risk Management Agency ("First Amended Agreement").

Now, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties mutually hereto agree as follows:

ARTICLE 1 (Definitions)

- 1.1 The following definitions shall apply to the provisions of this First Amended Agreement:
 - (a) "Agency" shall mean the Utah Risk Management Agency;
 - (b) "Board of Directors" or "Board" shall mean the governing body of the Agency;
 - (c) "Claims" shall mean demands made against the Agency or its Members arising out of occurrences which are within the Agency's Joint Protection Program;
 - (d) "Excess Insurance" shall mean that insurance which may be purchased on behalf of the Agency to protect the funds of the Utah Risk Management Agency against catastrophes or an unusual frequency of losses during a single year;
 - (e) "Executive Director" shall mean the person appointed by the Board of Directors who is the chief executive officer of the Agency, and is responsible for, among other things, the management and administration of the Joint Protection Program of the Agency;
 - (f) "Fiscal Year" shall mean that period of twelve months which is established as the fiscal year of the Agency;
 - (g) "Joint Protection Program" shall mean the program of establishing the risk protection provided for in the First Amended Agreement;
 - (h) "Risk Coverage" shall mean and include joint protection through a funded program or any commercial insurance contract.

ARTICLE 2 (Purposes)

2.1 This First Amended Agreement is entered into by the Members to provide more comprehensive and economical risk coverage, to reduce the amount and frequency of Members' losses, and to decrease the cost incurred by Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in operating the Utah Risk Management Agency and administering the Joint Protection Program, whereby Members pool their resources to protect against losses and claims, jointly purchase

excess insurance (if available) and obtain administrative services including claims adjusting, data processing, risk management consulting, loss prevention, legal and related services.

ARTICLE 3 (Non-Wavier of Immunity)

3.1 It is the express intent of the Members in entering into this First Amended Agreement that they do not waive and are not waiving any immunity or limitation on liability provided to the Members or their officials, employees, or agents by any law, including any such immunity or limitation appearing in the Governmental Immunity Act of Utah, Utah Code Ann. §63G-7-101 et seq.

ARTICLE 4 (Parties to Agreement)

4.1 Each party to this First Amended Agreement certifies that it intends to and does contract with all other Members that are signatories of this First Amended Agreement and, in addition, with such other Members as may later be added to and become signatories of this First Amended Agreement pursuant to Article 23. Each party to this First Amended Agreement also certifies that the deletion of any Member from this First Amended Agreement, pursuant to Articles 24 and 25, shall not affect this First Amended Agreement nor such party's intent to contract with the other Members to the First Amended Agreement then remaining.

ARTICLE 5 (Term of Agreement)

- 5.1 This First Amended Agreement shall become effective upon:
 - (a) submission, approval, and execution of this First Amended Agreement by each Member's governing body and in accordance with Utah Code Ann. §11-13-202(2);
 - (b) review and approval by the attorney authorized to represent each Member, in accordance with Utah Code Ann. §11-13-202.5; and
 - (c) filing of this First Amended Agreement with the person who keeps each Member's records.
- 5.2 The term of this First Amended Agreement shall be fifty (50) years, pursuant to Utah Code Ann. §11-13-204, unless renewed as permitted by law, or until the Members dissolve the Agency.

ARTICLE 6 (Creation of Agency)

6.1 The Utah Risk Management Agency, a separate and independent governmental organization, was formed by agreement by Members pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. §11-13-1 *et seq*.

ARTICLE 7 (Powers of Agency)

- 7.1 The Agency has the powers common to governmental entities and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:
 - (a) To make and enter into contracts;
 - (b) To incur debts, liabilities, or obligations;
 - (c) To acquire, hold, or dispose of: property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations or governmental entities;
 - (d) To sue and be sued in its own name;
 - (e) To exercise all powers necessary and proper to carry out the terms and provisions of this First Amended Agreement, or otherwise authorized by law; and
 - (f) All powers of the Agency shall be exercised pursuant to the terms hereof, the By-Laws, and any governing laws.

ARTICLE 8 (Voting Rights of Members)

8.1 All votes of the Agency shall be weighted votes. Each Member shall be entitled to one vote for each One Thousand Dollars (\$1,000.00) of contribution paid by that Member for the Joint Protection Program coverage then in effect. The votes will be calculated and implemented effective July 1st of each year.

ARTICLE 9 (Liabilities and Obligations of the Agency)

9.1 This First Amended Agreement shall not relieve any Member of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by the Agency, said performance may be offered in satisfaction of the obligation or responsibility.

ARTICLE 10 (Board of Directors)

- 10.1 The Agency shall be governed by a Board of Directors, which is composed of a representative from each Member. The Board of Directors shall be an elected or appointed official of the Member. The manner of filing vacancies on the Board of Directors as well as the powers and responsibilities of the Chairman of the Board is established in the By-Laws.
- 10.2 The Board of Directors shall determine the number of members to serve on the Executive Committee and may delegate to the Executive Committee such powers and responsibilities as the Board deems appropriate. The composition of, the manner of selection of, and the powers and responsibilities of the Executive Committee are established in the By-Laws.
- 10.3 In all matters voted upon by the Board of Directors, each member of the Board may cast the same number of votes as the Member they represent can cast under Article 8.

ARTICLE 11 (Powers and Duties of the Board of Directors)

- 11.1 The Board of Directors of the Agency shall have the following powers and duties:
 - (a) The Board of Directors shall appoint an Executive Director and any other officers as appropriate;
 - (b) The Board of Directors shall determine and select a Joint Protection Program for the Agency;
 - (c) The Board of Directors shall determine and select all coverage, including excess insurance (if available), necessary to carry out the Joint Protection Program of the Agency;
 - (d) The Board of Directors shall have authority to contract for or develop various services for the Agency, including claims adjusting, legal services, loss control, and risk management consulting services;
 - (e) The Board of Directors shall cause to be prepared the operating budget of the Agency for each fiscal year;
 - (f) The Board of Directors shall have the authority to appoint committees;
 - (g) The Board of Directors shall receive and act upon reports of appointed committees and the Executive Director;
 - (h) The Board of Directors shall have the power to hire such persons as the Board deems necessary for the administration of the Agency, including the "borrowing" of employees from one or more of the Members, subject to the approval of the Member. Any Member whose employee is so "borrowed" according to this provision shall be reimbursed by the Agency for that employee's time spent or services rendered on behalf of the Agency;

- (i) The Board of Directors shall have the general supervisory and policy control over the day-to-day decisions and administrative activities of the Executive Director of the Agency;
- (j) The Board of Directors shall provide for the investment and disbursement of funds:
- (k) The Board of Directors shall receive and review periodic accountings of all funds of the Utah Risk Management Agency;
- (I) The Board of Directors shall have the authority to establish contributions by the Members;
- (m) The Board of Directors shall have the authority to establish criteria for new Members;
- (n) The Board of Directors shall have the authority to admit new members on such terms and conditions as it deems appropriate;
- (o) The Board of Directors may establish membership standards that promote commitment to the Agency's risk management requirements;
- (p) The Board of Directors shall have the authority to establish rules governing its own conduct and procedure consistent with the By-Laws;
- (q) The Board of Directors shall have the authority to amend the By-Laws by a two-thirds (2/3) vote of the Board;
- (r) The Board of Directors shall have other powers and duties that are necessary for the operation or dissolution and winding up of the Utah Risk Management Agency and for the implementation of the By-Laws subject to the limits of the First Amended Agreement and the By-Laws.

ARTICLES 12 (Meetings of the Board of Directors)

- 12.1 The Board of Directors shall provide for its regular, adjourned regular, special, and adjourned special meetings. Such meetings shall be conducted quarterly or as often as directed by a majority of the Board or the Chairman of the Board. The Board should hold at least one regular meeting annually.
- 12.2 Meetings may be conducted by telephonic or other technological means of communication.
- 12.3 The Secretary of the Agency shall cause minutes of regular, adjourned regular, special, and adjourned special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be available to each member of the Board.
- 12.4 The presence of Board Members entitled to cast a majority of the votes of the entire Board shall constitute a guorum for the transaction of the business, except that less than

a quorum may adjourn from time to time. A majority vote of the total votes entitled to be cast by Board Members shall constitute action by the Board.

ARTICLE 13 (Meetings of Members)

13.1 The frequency, format, method of voting, quorum requirements, and other rules governing Member meetings are established by the By-Laws of the Agency.

ARTICLE 14 (Officers, Agents and Personnel of the Agency)

- 14.1 Executive Director. The Executive Director shall be appointed by the Board and shall have the general administrative responsibility for the activities of the Joint Protection Program. The Executive Director is the chief executive officer of the Agency, and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Agency, and shall have such other and related duties as may be prescribed by the Board of Directors or the By-Laws.
- 14.2 Secretary. The Secretary shall be appointed by the Executive Director and shall be responsible for all minutes, notices and records of the Agency and shall perform such other duties as may be assigned by the Executive Director.
- 14.3 Treasurer. The Treasurer shall be appointed by the Executive Director and confirmed by the Board. The duties of the Treasurer are set forth in Articles 17 and 18 of this First Amended Agreement.
- 14.4 Legal Counsel. The Executive Director may select an attorney for the Agency who may be a Member employee, or the Executive Director may employ independent counsel as the attorney for the Agency. The attorney shall serve at the pleasure of the Executive Director.
- 14.5 Other Officers, Agents, and Personnel. The Executive Director shall have the power to appoint such other officers, agents and personnel as may be necessary in order to carry out the purposes of this First Amended Agreement.
- 14.6 Terms of Office, Removals and Resignations, Filling of Vacancies. Terms of office, provisions for removal and resignation, and provisions for filling vacancies, and so forth are established by the By-Laws.

ARTICLE 15 (Joint Protection Program Coverage)

15.1 The Joint Protection Program coverage provided for Members by the Agency may include protection for Personal Injury, Property Damage, Errors and Omissions, Comprehensive

Liability, Property Insurance coverages, and such other types of coverage required by law or adopted by the Board of Directors.

- 15.2 The Agency shall maintain a Joint Protection Program limit for Members determined by the Board of Directors to be appropriate. The Board of Directors may arrange for the purchase of insurance for Members interested in obtaining additional coverage above this limit, at additional cost and fees to those participating Members.
- 15.3 The Board of Directors may arrange for the purchase of any insurance deemed necessary to protect the funds of the Utah Risk Management Agency against catastrophes.
- 15.4 Each Member shall be required to purchase the Joint Protection Program coverages defined by the Board of Directors as the "core joint protection coverage package." The Agency may provide other coverage to Members in addition to the core joint protection coverage package.
- 15.5 The requirements of Section 15.4 may be waived by the Board at its option or, for the first year of membership of any Member, the requirements of Section 15.4 may be waived if that Member has otherwise purchased coverage.

ARTICLE 16 (Development of the Joint Protection Program)

- 16.1 The Board of Directors shall develop criteria for determining each Member's annual share of pooled losses, capitalization needs, expenses, and contribution to a catastrophe fund which may include the Member's individual loss experience and such other criteria as the Board of Directors may determine to be relevant.
- 16.2 The annual calculation of the amount of estimated contributions for the upcoming fiscal year will be provided when requested by each Member.

ARTICLE 17 (Accounts and Records)

- 17.1 Annual Budget. The Agency shall annually adopt an operating budget, pursuant to Article 11 of this First Amended Agreement.
- 17.2 Funds and Accounts. The Treasurer of the Agency shall establish and maintain such funds and accounts as may be required by good accounting practice or by the Board of Directors. Books and records of the Agency in the hands of the Treasurer shall be open to any inspection at all reasonable times by Member representatives.
- 17.3 Treasurer's Report. Within ninety (90) days after the close of each fiscal year, the Treasurer shall give a complete written report of all financial activities for such fiscal year to the Board.

17.4 Annual Audit. The Board of Directors shall provide for a certified, annual audit of the accounts and records of the Agency, which audit shall conform to generally accepted auditing standards. Such audit of the accounts and records made by a Certified Public Accountant(s) shall be open to any inspection at all reasonable times by Member representatives. Any costs of the audit, including contracts with, or employment of Certified Public Accountants, in making an audit pursuant to this Article, shall be borne by the Agency, and shall be included within the term "administrative costs."

ARTICLE 18 (Responsibility for Monies)

- 18.1 The Treasurer of the Utah Risk Management Agency or their designee shall have the custody of and shall disburse the Utah Risk Management Agency's funds. The Treasurer shall have the authority to delegate the signatory function of the Treasurer to such persons as are authorized by the Executive Director.
- 18.2 A bond in the amount set by the Board of Directors shall be required of personnel of the Utah Risk Management Agency consistent with Utah law. The cost of such bond will be paid by the Utah Risk Management Agency.
- 18.3 The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct financial records of the Utah Risk Management Agency, including accounts of its assets, liabilities, receipts and disbursements, and shall have such other duties as are provided for in the First Amended Agreement creating the Utah Risk Management Agency.

ARTICLE 19 (Responsibilities of the Agency)

- 19.1 The Agency shall have the responsibility to:
 - (a) Provide coverage as agreed upon and deemed necessary, including a selfprotection fund and commercial insurance, as well as excess coverage and umbrella insurance (if available), by negotiation or bid, and purchase, as necessary;
 - (b) Assist Members in obtaining insurance coverage for risks not included within the core coverage of the Agency;
 - (c) Assist each Member's designated risk manager with the implementation of that function within the Member organization;
 - (d) Provide risk management related services to Members as deemed appropriate;
 - (e) Provide claims adjusting and subrogation services for claims covered by the Agency's Joint Protection Program;

- (f) Provide loss runs and other loss control information and services as deemed appropriate;
- (g) Provide for the defense of any civil action or proceeding brought against any officer, employee, board member, or other agent of the Agency, in his or her official or individual capacity or both, on account of an act or omission within the scope of his or her agency as an agent of the Agency.
- (h) Act in all other manners deemed necessary and appropriate by the Board of Directors in order to carry out the purpose of this First Amended Agreement.

ARTICLE 20 (Responsibilities of Members)

20.1 Each Member shall have the responsibility to:

- (a) Pay its contribution and any other assessments promptly to the Agency when due. Any delinquent payments shall be paid with interest which shall be equivalent to the prevailing rate of investment interest. Payments will be considered delinquent immediately after the due date.
- (b) Designate in writing an elected or appointed official to serve as a member of the Board of Directors. This designation may be changed from time to time.
- (c) Designate a voting representative and alternate for Member meetings. A Member's voting representative must be an elected official, employee or officer of the Member organization but may be changed from time to time. Each Member shall submit in writing the name of their voting representative and alternate to the Board of Directors.
- (d) Appoint an employee of the Member to be responsible for the risk management function within that Member organization and to serve as a liaison between the Member and the Agency as to risk management.
- (e) Provide the Agency with all information or assistance as may be necessary for the Agency to carry out the Joint Protection Program adopted by the Board of Directors, which includes reporting to the Agency as soon as reasonably possible the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the Member's accidental loss, and providing the Agency periodically, as requested, with information on the value of buildings and contents and other real and personal properties.
- (f) Allow the Agency reasonable access to all facilities of the Member organization and all records relating to the operation of the Agency.

- (g) Report to the Agency as promptly as possible all incidents or occurrences which could reasonably be expected to result in the Agency being required to consider a claim against the Member, its agent, officer, or employees, or for casualty losses to the Member's property within the scope of coverage undertaken by the Agency.
- (h) Allow attorneys or other persons designated by the Agency to represent the Member in the investigation, settlement and litigation of any claim made against the Member within the scope of loss protection furnished by the Agency.
- (i) Cooperate with and assist the Agency, the Agency's attorneys, claims adjusters, insurers of the Agency, and any other agent, employee, or officer of the Agency in all matters relating to the Agency, and comply with all By-Laws, rules, and regulations adopted by the Board of Directors.

ARTICLE 21 (Effective Date of the Interlocal Agreement)

(Intentionally Omitted)

ARTICLE 22 (Commencement of Operations)

(Intentionally Omitted)

ARTICLE 23 (Membership)

- 23.1 New Members may become signatories to this First Amended Agreement upon approval of the Board of Directors.
- 23.2 Members entering under this Article will pay their share of organizational expenses as determined by the Board, including those necessary to analyze their loss data and determine their contributions.
- 23.3 As set forth in Article 11, the Board of Directors establishes the criteria for new members and has the authority to admit new members on such terms and conditions as it deems appropriate.

ARTICLE 24 (Withdrawal)

- 24.1 A Member which enters the Joint Protection Program may not withdraw as a party to this First Amended Agreement and as a member of the Agency for one-year period beginning on the effective date of membership.
- 24.2 After the initial one-year noncancelable membership in the program, a Member may withdraw only at the end of any fiscal year, provided it has given the Agency a twelve-month written notice of its intent to withdraw from this First Amended Agreement and the Joint Protection Program.
- 24.3 Any Member which has formally provided its notice of intent to withdraw its membership in the Agency shall:
 - (a) not be able to rescind its withdrawal notice without the approval of the Board of Directors;
 - (b) pay or repay the Agency any monies owing to the Agency even though the Member has withdrawn or is withdrawing; and
 - (c) not serve as a member of the Executive Committee or any other Agency committees.

ARTICLE 25 (Cancellation)

25.1 The Agency shall have the right to cancel any Member's participation in the Joint Protection Program upon a two-thirds (2/3) vote of the entire Board of Directors giving ninety (90) days written notice to that Member. Any Member so cancelled, on the effective date of the cancellation, shall for the purposes of Article 26, be treated as if it had voluntarily withdrawn.

ARTICLE 26 (Effect of Withdrawal)

- 26.1 The withdrawal of any Member form this First Amended Agreement shall not terminate this First Amended Agreement.
- 26.2 The withdrawal of any Member after the effective date of the Joint Protection Program shall not terminate that Member's responsibility to make any contributions or payments owing to the Utah Risk Management Agency.

ARTICLE 27 (Termination and Distribution)

27.1 This First Amended Agreement may be terminated by the written consent of all Members, provided, however, that this First Amended Agreement and the Utah Risk

Management Agency shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of the Utah Risk Management Agency.

- 27.2 Upon termination of this First Amended Agreement, all assets of the Agency shall be distributed only among the parties that have been Members of the Joint Protection Program, including any of those parties which previously withdrew pursuant to Article 24 of this First Amended Agreement, but not including Members cancelled pursuant to Article 25, in accordance with and proportionate to their contribution payments and property (at market value when received) contributions made to the Agency. The Board of Directors shall determine such distribution within six months after the last pending claim or loss covered by this First Amended Agreement has been finally disposed of.
- 27.3 The Board of Directors is vested with all powers of the Utah Risk Management Agency for the purpose of winding up and dissolving the business affairs of the Agency.

ARTICLE 28 (Provision for By-Laws and Manual)

(Intentionally Omitted)

ARTICLE 29 (Notices)

29.1 Notices to Members hereunder shall be sufficient if delivered in writing to the designated representative of the respective Member, at the address provided.

ARTICLE 30 (Amendment)

- 30.1 Except as described in Section 30.2, this First Amended Agreement may not be amended, changed, modified, or altered except by an instrument in writing which shall be:
 - (a) submitted, approved, and executed by each Members' governing body and in accordance with Utah Code Ann. §11-13-202(2);
 - (b) reviewed and approved by the attorney authorized to represent each Member, in accordance with Utah Code Ann. §11-13-202.5; and
 - (c) filed with the person who keeps each Member's records.
- 30.2 The Board of Directors may amend this First Amended Agreement without following the procedures of Section 30.1 if the proposed amendment is minor, insignificant, or clerical. The Board's decision to amend this Agreement must be unanimous.

ARTICLE 31 (Prohibition Against Assignment)

31.1 No Member may assign any right, claim, or interest it may have under this First Amended Agreement, and no creditor, assignee, or third party beneficiary of any Member shall have any right, claim or title to any part, share, interest, fund, contribution, or asset of the Utah Risk Management Agency.

ARTICLE 32 (Severability Clause)

32.1 If any article, provision, clause, or other part of this First Amended Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of other articles, clauses, applications, or occurrences, and this First Amended Agreement is expressly declared to be severable.

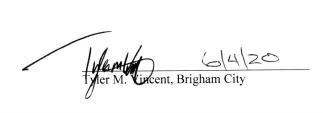
ARTICLE 33 (Agreement Complete)

33.1 The foregoing, along with the Agency's By-Laws, constitute the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in either this First Amended Agreement or the Agency's By-Laws.

ARTICLE 34 (Liability and Indemnification)

- 34.1 The Agency's Board of Directors, officers, and employees shall use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties.
- 34.2 The Agency's Board of Directors, officers, and employees shall not be liable for any action made, taken, or omitted, provided the action was made, taken, or omitted in good faith.
- 34.3 The Agency's Board of Directors, officers, and employees shall not be liable for any action made, taken, or omitted by any other person.
- 34.4 Agency funds shall be used to defend and indemnify the Agency's Board of Directors, officers, and employees against claims made against them, provided the claims arise out of their operation of, administration of, or involvement with the Agency. The Agency may purchase insurance providing similar coverage for such directors, officers, and employees.

IN WITNESS WHEREOF, the parties hereto have executed this First Amended Agreement by authorized officials thereof on the date indicated on following pages.



DATE: <u>Une</u> 22,2020

Maile L. Wilson-Edwards

Cedar City Mayor

[Attest] [Seal] Festival City USA CEDAR CITY, UTAH

Renon Savage

Renon Savage Cedar City Recorder

ATTEST:

CENTERVILLE CITY

Leah Romero, City Recorder

By: Cark & Williamser

APPROVED AS TO FORM:

Lisa G. Romney, City Attorney

TO APPORATE SECTION

13

DRAPER CITY : By: Troy K. Walker, Mayor
APPROVE AS TO FORM: City Attorney Corporate
ATTEST: Seal 1978 City Recorder

ADOPTED AND APPROVED this 27 day of May 2020.

CITY OF ENTERPRISE

SEAL!

ATTESTED AND COUNTERSIGN

City Recorder

APPROVED this 23 day of JUNE 2020.

By: Manager

Shane Pace, City Manager

City Recorder

City Recorder

Kanab City

APPROVED this $\underline{\mathcal{G}}$ day of $\underline{\mathcal{J}}$ day.

Joe Decker, City Manager

ATTEST: KATHERING Phlwills

ATTEST:

LAYTON CITY, a municipal corporation

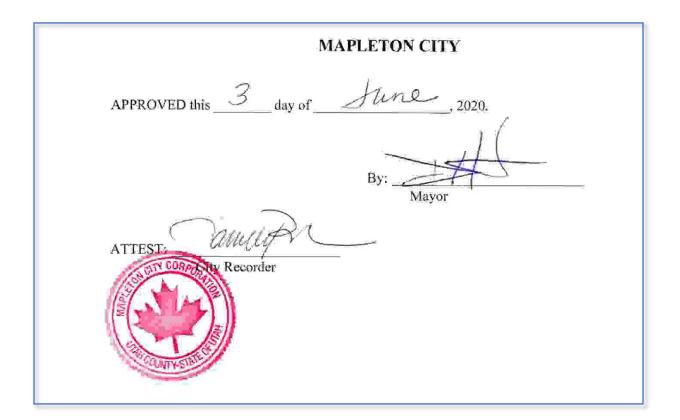
MAYOR JOY PETRO

KIMBERLY S READ, CITY RECORDER

UTAH RISK MANAGEMENT AGENCY

By: Dealer

Title: Executive Director



PASSED AND ADOPTED by the Council of Ogden City this 23rd day of June 2020.

Angela Choberka (Jun 24, 2020 15:27 MDT)

Chair

ATTEST:

Tracy Hansen, City Recorder

APPROVED AS TO FORM:

MALL

DATE Jun 24, 2020

DATE: July 13, 2020

By: Mayor Richard F. Brunst, City of Orem

Mayor: Mayor: Attest: City Recorder

Approved as to form:

Recorder

Approved as to form:

Office of the City Attorney

Attest: City Recorder

City Recorder

Stotle of the City Attorney

DATED: June 2, 2020.

Star Juf

STEVE LEIFSON, Mayor

ATTEST:

Kent R. Clark

Kent R. Clark, City Recorder

West Bountiful City:

Kenneth Romney, Mayor

Date: 6/16/2026

ATTEST:

Cathy Brightwell, Recorder

BEAL WAY

The undersigned and authorized attorney of West Bountiful City has reviewed and approved this Agreement as to proper form and compliance with applicable law.

Steve Doxey, City Attorney

DATE: 7/28/2020



By: Ron Bigelow, Mayor West Valley City

Attest: Nichole Camac City Recorder

Approved this Approved this Approved this Approved this Approved this Approved as to form: Approved as to form: Office of the City Attorney Park City Approved this Approved this Approved as to form: Office of the City Attorney

	Riverton City
Approved this 17 th day of June, 2025	5.
By: Trent S	Staggs, Mayor
ATTEST: Quel City Recorder	RIVERTON CHIZ
Approved as to form: City Attorney	OF UTAH