

BOARD OF DIRECTORS
MEETING MINUTES

Date and Time

August 21, 2025, 12:30 p.m.

Location

UAC/UCIP Offices, 5397 S Vine St, Utah

Directors Present

William Cox, *President*, Rich County Commissioner
Bob Stevenson, *Vice-President*, Davis County Commissioner
Michael Wilkins, *Secretary/Treasurer*, Uintah County Clerk/Auditor
Christopher Crockett, Weber County Deputy Attorney
Craig Blake, Sevier County Human Resource Director
Victor Iverson, Washington County Commissioner

Directors Participating Telephonically

Kelly Sparks, Davis County Sheriff
David Tebbs, Garfield County Commissioner
Sim Weston, Rich County Commissioner
Marla Young, Box Elder County Clerk

Directors Absent

Gage Froerer, Weber County Commissioner
Greg Miles, Duchesne County Commissioner
Lee Perry, Box Elder County Commissioner

Officer and Staff Present

Johnnie Miller, UCIP Chief Executive Officer
Danielle Davis, UCIP Accounting Specialist
Aly Michale, UCIP Executive Administrative Specialist

Call to Order

William Cox called the meeting of the Utah Counties Indemnity Pool's Board of Directors to order at 12:34 p.m. on August 21, 2025 and welcomed attendees. Victor Iverson led the Pledge of Allegiance and offered a prayer.

Review/Excuse Board Members Absent

Bob Stevenson made a motion to excuse Greg Miles and Lee Perry from this meeting. Michael Wilkins seconded the motion, which passed unanimously. Craig Blake later made a motion to excuse Gage Froerer from the meeting. Victor Iverson seconded the motion, which passed unanimously.

Review/Approve June 20, 2025 and July 23, 2025 Meeting Minutes

The draft minutes of the Board of Directors Meeting held on June 20, 2025 and July 23, 2025 were previously sent to the Board for review (see attachment numbers one and two). Bob Stevenson made a motion to approve the June 20, 2025 and July 23, 2025 minutes as written. Christopher Crockett 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 August 21, 2025 (see attachment number three). Michael Wilkins made a motion to approve the payments and credit card transactions as presented. Bob Stevenson seconded the motion, which passed unanimously.

Review/Approve Second Quarter Financial Statements

The second quarter 2025 financial statements were previously sent to the Board for review (see attachment number four). Danielle Davis reviewed the Balance Sheet with the Board.

Cash and cash equivalents are at \$24.7 million. Short-term investments are at \$3.3 million and prepaid expenses are at \$1 million. Long term investments are at \$1 million for a total of \$4.3 million in investments being managed by Raymond James Financial. Capital contributions are \$4.3 million. Total current assets are \$29,159,710. The total net position of the Pool for the 2025 second quarter is \$18 million. Davis reviewed the Income Statement with the Board, showing that contributions are at 50% of budget and total operating income is \$6.16 million, at 56% of budget. Loss and loss adjustments are at 33% and reinsurance is at 45%. Total underwriting expenses are \$3.5 million at 38% of budget. Administrative expenses are at 53%, public relations is at 56%. Financial and professional services is at 87% because audit, actuary and appraisal costs have been paid for the year. Total change in net position is \$1.95 million. The Statement of Cash Flows shows cash activities as of the quarter ending June 30. Michael Wilkins made a motion to approve the second quarter unaudited financial statements as presented. Craig Blake seconded the motion, which passed unanimously.

Review/Approve Rate Setting Policy

Johnnie Miller reviewed the Rate Setting Policy with the Board (see attachment number five) to prepare for setting the 2026 rates and ensuring they are equitable and stable. No action was taken for this item.

Review/Approve Actuarial Rate Analysis

The Actuarial Rate Analysis was previously sent to the Board for review (see attachment number six). Johnnie Miller explained the process and data used to provide contribution indications and reviewed a summary of the actuarial analysis with the Board. The recommended indicated contributions are \$11,250,000, to cover claims and expenses for the 2026 year. This is a 3.4% decrease of contributions from 2025.

Law Enforcement Liability (LEL) is for corrections, arrests and prosecution. Projected losses for LEL are \$2 million, an increase of 14.4% from the prior year. Public Officials Liability (PO) includes employee lawsuits for discipline, termination, discrimination, civil rights and land use claims. Projected losses for PO are \$630,000, a 22.2% decrease from the prior year. General Liability (GL) is for bodily injury and damage to other's property. Projected losses for GL is \$540,000, a decrease of 19.4% from the prior year. Auto Liability (AL) is for injury to others resulting from auto accidents. Projected losses for AL are \$660,000, an increase of 46.7%. Property is damage to property of the Member. Projected losses for Property are \$1.6 million, a 2.4% decrease from the prior year. The total loss projections to the prior year increased by 2.2%. BYNAC has indicated that based on these expected losses, the Pool will need to collect \$2,630 per full time law enforcement officer for LEL, \$206 per full time employee for PO, \$159 per full time employee for GL, \$340 per automobile for AL and 13.77 cents per every \$100 of property value for Property coverage. Victor Iverson made a motion to accept the Actuarial Rate Analysis as presented. Michael Wilkins seconded the motion, which passed unanimously.

Review/Approve Member Affirmed Exposures

The Member affirmed exposures were previously sent to the Board (see attachment number seven). Johnnie Miller reviewed the updated exposures with the Board. Craig Blake made a motion to approve the exposures of each member as presented. Michael Wilkins seconded the motion, which passed unanimously.

Review/Approve Cybersecurity Reinsurance

Johnnie Miller reminded the Board that CRL will no longer be providing cyber insurance, effective January 1, 2026 and reviewed cybersecurity reinsurance proposals with the Board (see attachment number eight). Bob Stevenson made a motion to use Safety National Option 2, with the \$500,000 retention. Michael Wilkins seconded the motion, which passed unanimously.

Review/Approve 2026 Rates

Johnnie Miller reviewed the rate comparison sheet with the Board (see attachment number nine). The 2025 Approved Rates show current member rate for the current year. The actuarial indicated expected rates are \$2,630 per full time officer for Law Enforcement, \$206 per full time employee for Public Officials, \$159 per full time employee for General, \$340 per vehicle for Automobile and a blended rate of 13.77 cents per \$100 of property value for Property coverage. Miller discussed the rate trends as shown and reviewed in the actuarial report. The rates recommended by staff are \$2,550 per full time officer for Law Enforcement, \$305 per full time employee for Public Officials, \$204 per full time employee for General and \$335 per vehicle for Automobile. The recommended rate for Property is the same as the 2025 rates, 12.8 cents for non-earthquake and 14.5 cents for counties within the earthquake zone. Victor Iverson made a motion to approve the 2026 Recommended Rates as presented. Michael Wilkins seconded the motion, which passed unanimously.

Review/Approve 2026 Estimated Member Contributions

Member's estimated contributions based on the affirmed exposures and 2026 recommended rates were presented to the Board for review (see attachment number 10). Craig Blake made a motion to approve the estimated member contributions as presented. Bob Stevenson seconded the motion, which passed unanimously.

Review/Approve Coverage Addendum Amendments

Proposed amendments to the Coverage Addendum were previously sent to the Board for review (see attachment number 11). Johnnie Miller explained that minor changes were made to the definitions and exclusions to mimic the reinsurance contract language regarding perfluorooctanoic acid. Michael Wilkins made a motion to approve the amendment to the Coverage Addendum. Craig Blake seconded the motion, which passed unanimously.

Review/Approve Bylaws Amendments

Amendments to the Bylaws were previously sent to the Board for review (see attachment number 12). Johnnie Miller reviewed the additional language regarding new or returning Members. The Board indicated that they would like the CEO to negotiate a contract with the new or returning members on a case-by-case basis. Bob Stevenson made a motion to approve the amendments for notice of termination as presented to the Board. Michael Wilkins seconded the motion, which passed unanimously. Craig Blake made a motion to table amendments regarding contributed equity for new or returning members until the October meeting. Michael Wilkins seconded the motion which passed unanimously.

Review/Approve Agenda Item Request Policy

Amendments to the Agenda Item Request Policy were previously sent to the Board for review (see attachment number 13). Johnnie Miller explained that a staff member may request a personal agenda item be added to the agenda using the procedure for members of the public if an agenda

item is rejected by the CEO. Victor Iverson made a motion to approve the Agenda Item Request Policy as presented. Craig Blake seconded the motion, which passed unanimously.

Review/Approve Powers and Duties of Officers Policy

Amendments to the Powers and Duties of Officers Policy were previously sent to the Board for review (see attachment number 14). Johnnie Miller explained that reference to the CEO Succession Policy was added. Michael Wilkins made a motion to approve the Powers and Duties of Officers Policy. Craig Blake seconded the motion, which passed unanimously.

Set Date and Time for Closed Meeting

Christopher Crockett made a motion to set the date and time of a Closed Session to Discuss Character, Professional Competence, Physical/Mental Health of an Individual for August 21, 2025 at 2:41 p.m. Michael Wilkins seconded the motion, which passed unanimously. Board Members attending the closed meeting: William Cox, Michale Wilkins, Christopher Crockett, Craig Blake, Victor Iverson and Johnnie Miller. Kelly Sparks, David Tebbs, Sim Weston and Marla Young participated telephonically. The regular scheduled meeting resumed on August 21, 2025 at 2:51 p.m.

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 Closed Meeting to Discuss Pending or Reasonably Imminent Litigation*. Victor Iverson seconded the motion, which passed unanimously.

Action on Litigation Matters

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

Chief Executive Officer's Report

Johnnie Miller reported that himself and staff have remained busy gathering the information necessary to prepare the 2026 Rates. Miller informed the Board that the pool staff moved to the basement of the building quicker than originally anticipated. With the new amount of space, UCIP is paying over \$40 per square foot. The Board directed Miller to renegotiate the contract with the Utah Association of Counties by December 1, 2025. Miller met with both Morgan and San Juan about the Worker's Compensation program and both members have rescinded their notices of termination. Miller continues to get cyber security quotes. Miller conducted supervisor training in Uintah County and has been providing monthly training for Weber County. Miller has been attending Sheriff's meetings and met the new ICE Director and was able to be involved in liability issue discussions, he also continues to assist with the new jail standards. Miller has met with the San Juan County Commission to assist with their rules of governance and ordinance to run their meetings more efficiently.

Calendar Items

Aly Michale reviewed the upcoming calendar items with the Board.

October Board Meeting Agenda and Date

Johnnie Miller reviewed the October 2025 Board Meeting draft agenda with the Board. No other items were added to the draft agenda. The date of the October 2025 Board Meeting will not be changed.

Other Reports

The next regular meeting of the Board of Directors will be held Thursday, October 16, 2025 at 12:30 a.m., at the UAC/UCIP offices, 5397 S Vine Street, Murray, UT.

Michael Wilkins made a motion to adjourn the meeting. Craig Blake seconded the motion, which passed unanimously. William Cox adjourned the Utah Counties Indemnity Pool Board of Directors Meeting at 3:18 p.m. on August 21, 2025.

Prepared by:

Aly Michale, UCIP Executive Administrative Specialist

Submitted on this 16 day of October 2025

Michael W Wilkins, Secretary/Treasurer

Approved on this 16 day of October 2025

William Cox, President

Subject: Public Notice for Board of Directors

Date: Tuesday, August 19, 2025 at 10:34:01 AM Mountain Daylight Time

From: support@helpdesk.utah.gov

To: Aly Michale

Utah Public Notice

[Board of Directors](#)

[Board of Directors Meeting](#)

Notice Date & Time: 8/21/25 12:30 PM

Description/Agenda:

1. Review/Excuse Board Members Absent – William Cox
 2. Review/Approve June 20, 2025 and July 23, 2025 Meeting Minutes – Mike Wilkins
 3. Ratification/Approval of Payments and Credit Card Transactions – Mike Wilkins
 4. Review/Approve Second Quarter Financial Statements – Danielle Davis
 5. Review/Approve Rate Setting Policy – Johnnie Miller
 6. Review/Approve 2026 Actuarial Rate Analysis – Johnnie Miller
 7. Review/Approve Member Affirmed Exposures – Johnnie Miller
 8. Review/Approve Cybersecurity Reinsurance – Johnnie Miller
 9. Review/Approve 2026 Rates Johnnie – Miller
 10. Review/Approve 2026 Estimated Member Contributions – Johnnie Miller
 11. Review/Approve Coverage Addendum Amendments – Johnnie Miller
 12. Review/Approve Bylaws Amendments – Johnnie Miller
 13. Review/Approve Agenda Item Request Policy – Johnnie Miller
 14. Review/Approve Powers and Duties of Officers Policy – Johnnie Miller
 15. Set Date and Time for Closed Meeting to Discuss Character, Professional Competence, Physical/Mental Health of an Individual – William Cox
 16. Action on Personnel Matters – Craig Blake
 17. Set Date and Time for Closed Meeting to Discuss Pending or Reasonably Imminent Litigation William – Cox
 18. Action on Litigation Matters Christopher Crockett
- INFORMATION
19. Chief Executive Officer's Report – Johnnie Miller
 20. Calendar Items – Aly Michale
 21. October Board Meeting Agenda and Date – William Cox
 22. Other Reports – William Cox

Notice of Special Accommodations:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Aly Michale at the Utah Counties Indemnity Pool, 5397 S Vine St, Murray, UT 84107-6757, or call 801-307-2122, at least three days prior to the meeting.

Notice of Electronic or telephone participation:

Any Member of the Utah Counties Indemnity Pool Board of Directors may participate telephonically.

Other information:

Location:

5397 S VINE ST, SALT LAKE CITY, 84107

Contact information:

Aly Michale , amichale@ucip.utah.gov, (801) 307-2122

AGENDA

Utah Counties Indemnity Pool Board of Directors Meeting

Thursday, August 21, 2025 12:30 p.m.

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

12:30 Open Meeting, Welcome, Pledge of Allegiance, Prayer William Cox

ITEM ACTION

1. Review/Excuse Board Members Absent William Cox
 2. Review/Approve June 20, 2025 and July 23, 2025 Meeting Minutes Mike Wilkins
 3. Ratification/Approval of Payments and Credit Card Transactions Mike Wilkins
 4. Review/Approve Second Quarter Financial Statements Danielle Davis
 5. Review/Approve Rate Setting Policy Johnnie Miller
 6. Review/Approve 2026 Actuarial Rate Analysis Johnnie Miller
 7. Review/Approve Member Affirmed Exposures Johnnie Miller
 8. Review/Approve Cybersecurity Reinsurance Johnnie Miller
 9. Review/Approve 2026 Rates Johnnie Miller
 10. Review/Approve 2026 Estimated Member Contributions Johnnie Miller
 11. Review/Approve Coverage Addendum Amendments Johnnie Miller
 12. Review/Approve Bylaws Amendments Johnnie Miller
 13. Review/Approve Agenda Item Request Policy Johnnie Miller
 14. Review/Approve Powers and Duties of Officers Policy Johnnie Miller
 15. Set Date and Time for Closed Meeting to Discuss Character, Professional Competence, Physical/Mental Health of an Individual William Cox
 16. Action on Personnel Matters Craig Blake
 17. Set Date and Time for Closed Meeting to Discuss Pending or Reasonably Imminent Litigation William Cox
 18. Action on Litigation Matters Christopher Crockett
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INFORMATION

19. Chief Executive Officer's Report Johnnie Miller
20. Calendar Items Aly Michale
21. October Board Meeting Agenda and Date William Cox
22. Other Reports William Cox

UTAH COUNTIES INDEMNITY POOL

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

**BOARD OF DIRECTORS
 MEETING MINUTES**

Date and Time

June 20, 2025, 9:00 a.m.

Location

Hampton Inn, 40 N Main St, Brigham City, Utah

Directors Present

William Cox, *President*, Rich County Commissioner
 Bob Stevenson, *Vice President*, Davis County Commissioner
 Christopher Crockett, Weber County Deputy Attorney
 Victor Iverson, Washington County Commissioner
 Greg Miles, Duchesne County Commissioner
 Lee Perry, Box Elder County Commissioner
 Kelly Sparks, Davis County Sheriff
 Marla Young, Box Elder County Clerk
 Sim Weston, Rich County Commissioner

Directors Absent

Craig Blake, Sevier County Human Resource Director
 Gage Froerer, Weber County Commissioner
 David Tebbs, Garfield County Commissioner
 Michael Wilkins, *Secretary/Treasurer*, Uintah County Clerk/Auditor

Officers and Staff Present

Johnnie Miller, UCIP Chief Executive Officer
 Aly Michale, UCIP Executive Administrative Specialist
 Danielle Davis, UCIP Accounting Specialist

Call to Order

William Cox called the meeting of the Utah Counties Indemnity Pool's Board of Directors to order at 9:05 a.m. on June 20, 2025 and welcomed attendees. Sim Weston offered an opening prayer.

Review/Excuse Board Members Absent

Victor Iverson made a motion to excuse Craig Blake, Gage Froerer, David Tebbs and Mike Wilkins from this meeting. Lee Perry seconded the motion, which passed unanimously.

Review/Approve April 17 and May 2, 2025 Meeting Minutes

The draft minutes of the Board of Directors Meetings held on April 17 and May 2, 2025 were previously sent to the Board for review (see attachments number two and three). Lee Perry made a motion to approve the April 17 and May 2, 2025 minutes as written. Victor Iverson seconded the motion, which passed unanimously.

Review/Approve Rules of Order and Procedure Amendments

The Rules of Order and Procedure Policy was previously sent to the Board for review (see attachment number four). Johnnie Miller informed the board that the policy is to be reviewed annually. There are no recommended changes. Greg Miles made a motion to approve the Rules of Order and Procedure Policy, as is, with no revisions. Marla Young seconded the motion, which passed unanimously.

Ratification/Approval of Payments and Credit Card Transactions

Secretary/Treasurer Michael Wilkins, previously emailed William Cox, reporting that he had reviewed the payments made and credit card transactions of the Pool as of June 20, 2025 and did not find any discrepancies (see attachment number four). Greg Miles made a motion to approve the payments and credit card transactions as presented. Christopher Crockett seconded the motion, which passed unanimously.

Review/Approve Member Equity and Loss Ratios

Member equity calculations were previously sent to the Board to review (see attachment number five). The Pool's total net equity is \$16,133,810. Greg Miles made a motion to approve the Member Equity as presented. Bob Stevenson seconded the motion, which passed unanimously. Loss Ratio reports were previously sent to the Board for review (see attachments numbers six and seven). Lee Perry made a motion to approve the Historical Loss Ratios as presented. Kelly Sparks seconded the motion, which passed unanimously.

Review/Approve 2025 Member Appraisals and Cost Index Factor

The schedule of appraisals for 2025/2026 and the 2025 member property appraisals were previously sent to the Board for review (see attachment numbers eight and nine). Appraisals are scheduled to rotate through the members to assure appraisals are done every four years. New buildings for other counties were also appraised and added to the schedule. HCA Asset Management's Annual Trend Factor Recommendations was previously sent to the Board for review (see attachment number 10). The overall average increase in value is approximately 4%. Bob Stevenson made a motion to approve the 2025 member appraisals and cost index factor as presented. Kelly Sparks seconded the motion, which passed unanimously.

Preliminary Budget

The 2026 preliminary budget was previously sent to the Board for review (see attachment number 11). Johnnie Miller reviewed the proposed preliminary budget with the Board. The preliminary budget is to provide the actuary administrative cost estimates to utilize for the 2026 rate analysis. It is estimated that \$11.5 million will need to be collected. Total underwriting expenses are expected to be \$9.7 million and total of \$1.3 million for administrative expenses. Kelly Sparks made a motion to approve the 2026 preliminary budget. Marla Young seconded the motion, which passed unanimously.

Review/Approve Internal Controls Policy

Amendments to the Internal Controls Policy were previously sent to the Board for review (see attachment number 12). Danielle Davis reviewed the updated appendices to include the most recent Fraud Risk Assessment and list of annual charges. Members of the Board Appointed Audit Committee were updated, and the preliminary budget shall now be reviewed and adopted in June instead of August. DocuSign has also been removed from the list of annual renewal transactions. Bob Stevenson made a motion to approve the Internal Controls Policy as presented. Victor Iverson seconded the motion, which passed unanimously.

Review/Approve Board Reimbursement Policy

Amendments to the Board Reimbursement Policy were previously sent to the Board for review (see attachment number 13). Johnnie Miller informed the Board that the Board Reimbursement Policy was up for review. There are no recommended changes. Greg Miles made a motion to approve

the review of the Board Reimbursement Policy, as is, with no revisions. Lee Perry seconded the motion, which passed unanimously.

Review/Approve Bylaws Amendments

Amendments to the Bylaws were previously discussed during the Strategic Planning of the Board (see attachment number 14). Johnnie Miller reviewed the language regarding new or returning Members with the Board. Discussion ensued and guidance was given to modify the wording. Bob Stevenson made a motion to table this item until the next meeting. Lee Perry seconded the motion, which passed unanimously.

Review/Approve Coverage Addendum Amendments

Johnnie Miller explained to the Board that he had a County Reinsurance Limited (CRL) Board meeting earlier that week. CRL is finalizing the renewal of property for July 1, 2025. One of the changes are that the sub limited maximum amount available to a pool for earthquake coverage is \$100 million, instead of the previous \$125 million. Greg Miles made a motion to update the coverage addendum to reflect this change, as of July 1, 2025. Sim Weston seconded the motion, which passed unanimously.

Set Date and Time for Closed Meeting to Discuss Character, Professional Competence, Physical/Mental Health of an Individual

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

Action on Personnel Matters

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

Set Date and Time for Closed Meeting to Discuss Pending or Reasonably Imminent Litigation

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

Action on Litigation Matters

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

Chief Executive Officer's Report

Johnnie Miller reported that since the April Board meeting, staff has been busy preparing for the actuarial to develop rates. Miller has attended several CRL Board meetings, as they have been very busy with their renewals. UCIP held the Risk Coordinator Training on May 22, 2025 and attendees were very pleased with the information that they received. The training was also set up with the option to join electronically so that more coordinators were able to attend. Miller informed the Board that the day prior, the Human Resource Director of Morgan County sent notice that they are terminating their membership in the worker's compensation program, effective January 1, 2026. Miller explained that under the Interlocal Agreement, the county has 30 days to rescind that notice.

Calendar Items

Aly Michale reminded the Board that CRL's Board meeting is September 23 and 24, 2025 and will be held in Park City, Utah. Johnnie Miller and Michale have continued to assist with planning the Civil Attorney's Conference with UCDA, that will be held September 29 – October 1, 2025, in Washington County. The Annual Meeting of the Members is scheduled for November 21, 2025 and will be held at The Megaplex at Jordon Commons.

Other Reports: Draft August Agenda

No changes were made to the draft August agenda. The next regular meeting of the Board of Directors will be held Thursday, August 21, 2025, at 12:30 p.m., at the UAC/UCIP offices, 5397 S Vine Street, Murray, UT.

Bob Stevenson made a motion to adjourn the meeting. Greg Miles seconded the motion, which passed unanimously. William Cox adjourned the Utah Counties Indemnity Pool Board of Directors Meeting at 11:00 am. on June 20, 2025.

Prepared by:

Aly Michale, UCIP Executive Administrative Specialist

Submitted on this 21 day of August 2025

Michael W Wilkins, Secretary/Treasurer

Approved on this 21 day of August 2025

William Cox, President

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BOARD OF DIRECTORS MEETING MINUTES

Date and Time

July 23, 2025 1:00 p.m.

Location

Meeting conducted telephonically.

Anchor Location: Utah Counties Indemnity Pool 5397 S Vine Street, Murray, UT 84107

Directors Participating Telephonically

William Cox, *President*, Rich County Commissioner

Bob Stevenson, *Vice President*, Davis County Commissioner

Michael Wilkins, *Secretary/Treasurer*, Uintah County Clerk/Auditor

Craig Blake, Sevier County Human Resource Director

Christopher Crockett, Weber County Deputy Attorney

Gage Froerer, Weber County Commissioner

Greg Miles, Duchesne County Commissioner

Lee Perry, Box Elder County Commissioner

Kelly Sparks, Davis County Sheriff

David Tebbs, Garfield County Commissioner

Sim Weston, Rich County Commissioner

Marla Young, Box Elder County Clerk

Directors Absent

Victor Iverson, Washington County Commissioner

Staff Present

Johnnie Miller, UCIP Chief Executive Officer

Aly Michale, UCIP Executive Administrative Specialist

Open Meeting

William Cox called the telephonic meeting of the Utah Counties Indemnity Pool's Board of Directors to order at 1:06 p.m. on July 23, 2025.

Review/Excuse Board Members Absent

Craig Blake made a motion to excuse Victor Iverson from this meeting. Greg Miles seconded the motion, which passed unanimously.

Review/Approve County Related Entities Membership

A UCIP Membership Application Summary for Vermillion Cliff's Special Service District, was previously sent to the Board for review (see attachment number one). A meeting of the Membership Approval Committee took place on July 14, 2025, to review the membership application summary. Miller provided information regarding the entity's history. Bob Stevenson made a motion to approve the membership of the Vermillion Cliff's Special Service District, effective upon the filing

of the Interlocal Agreement with UCIP. Kelly Sparks seconded the motion, which passed unanimously.

Bylaws Change Notice of Termination

Johnnie Miller discussed briefly with the Board the past policy of the Board with regard to Members providing notice of termination.

Bylaws Change New or Returning Member Contributions

Johnnie Miller discussed briefly with the Board how new or returning Members might be charged capital contributions for directions on drafting updated Bylaws language.

UCIP Office Space

Johnnie Miller informed the Board that the Utah Association of Counties has expressed the need for more space in the building and has asked staff to relocate their workspace to the basement. Miller reviewed a comparison of anticipated costs to move to another location versus the basement (see attachment number two). The Board provided direction to continue looking into options that provided UCIP with adequate space, but to move downstairs for now as UAC needed the upstairs office space immediately.

Cybersecurity Indicators

Miller reported to the Board that he has asked three different brokers which UCIP has current working relationships with to solicit competitive quotes for Cyber Liability reinsurance to replace the CRL cyber program, which CRL is terminating effective 1-1-26. Miller reported that he has had responses from the brokers that several markets are providing indications, so the Board should have several proposals to review at their August 21, 2025 meeting.

Other Reports

The next meeting of the Board of Directors will be held Thursday, August 21, 2025 at 12:30 p.m. at the UAC/UCIP offices, 5397 S Vine Street, Murray, UT.

Greg Miles made a motion to adjourn the meeting. Christopher Crockett seconded the motion, which passed unanimously. William Cox adjourned the Utah Counties Indemnity Pool Board of Directors Meeting at 2:00 p.m. on July 23, 2025.

Prepared by:

Aly Michale, UCIP Executive Administrative Specialist

Submitted on this 21 day of August 2025

Michael W Wilkins, Secretary/Treasurer

Approved on this 21 day of August 2025

William Cox, President

Utah Counties Indemnity Pool

Transaction Detail by Account

June 20 - August 21, 2025

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT
500-000000-10010100 ZionsMLC					
06/27/2025	Check	ACH	Emery County	Claim: EME0000032025	-2,631.40
06/27/2025	Check	ACH	Jim Dandy	Claim: SAJ0000042025	-2,381.17
06/27/2025	Check	ACH	Sevier County	Claim: SEV0000042025	-355.86
06/27/2025	Check	BILLPAY	Richfield City	Claim: SEV0000062024	-4,890.00
06/27/2025	Check	ACH	Box Elder County	Claim: BOX0000012025	-2,706.10
06/27/2025	Check	BILLPAY	Uintah County	Claim: UIN0000062025	-10,675.89
06/27/2025	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoices 987604, 987605, 987606, 987607, 987608, 987609, 987610, 987611, 987612, 987614, 987615, 987617, 987618, 987619, 987620, 987624, 987625, 987626, 987627, 987628, 987629, 987630, 987631	-65,016.56
06/27/2025	Bill Payment (Check)	ACH	Mylar Law, PC	Invoices 01725, 01726, 01727, 01728, 01729	-158,031.15
06/27/2025	Bill Payment (Check)	ACH	Strong & Hanni	Invoices 393593, 393595, 393597, 393598	-19,034.97
07/03/2025	Check	BILLPAY	Conduent Payment Integrity Solutions (Conduent)	Claim: BOX0000312022	-3,000.00
07/03/2025	Check	ACH	Iron County	Claim: IRO0000062025	-767.90
07/03/2025	Check	ACH	Millard County	Claim: MIL0000022025	-9,901.19
07/03/2025	Check	ACH	Millard County	Claim: MIL0000062024	-180.00
07/03/2025	Check	BILLPAY	Robarge Collision Spanish Fork	Claim: SAJ0000042025	-145.28
07/03/2025	Check	BILLPAY	Liberty Mutual	Claim: WAS0000142025	-16,940.28
07/03/2025	Check	ACH	Brenda Enos	Claim: WAT0000022025	-2,591.33
07/03/2025	Bill Payment (Check)	ACH	Kunz PC	Invoices 290, 291	-13,943.10
07/03/2025	Bill Payment (Check)	ACH	Strong & Hanni	Invoice 393589	-8,999.00
07/11/2025	Bill Payment (Check)	ACH	Mylar Law, PC	Invoices 01736, 01737, 01738, 01739, 01740	-42,632.46
07/11/2025	Check	BILLPAY	Uintah County	Claim: UIN0000072025	-3,564.20
07/11/2025	Check	BILLPAY	Uintah County	Claim: UIN0000062025	-2,964.01
07/11/2025	Check	ACH	Sevier County	Claim: SEV0000052025	-1,908.00
07/11/2025	Bill Payment (Check)	ACH	Suitter Axland	Invoices 4875, 4876	-179.00
07/11/2025	Check	ACH	Weber County	Claim: WEB0000092025	-16,921.00
07/11/2025	Check	BILLPAY	Tesla Motors Inc.	Claim: WAT0000022025	-909.73
07/11/2025	Check	BILLPAY	James Fitch	Claim: WAS0000202025	-4,160.31
07/11/2025	Check	ACH	Duchesne County	Claim: DUC0000032025	-4,454.45
07/21/2025	Bill Payment (Check)	ACH	Strong & Hanni	Invoices 394540, 394541, 394542, 394543, 394544, 394545, 394546	-21,794.50
07/21/2025	Check	ACH	Duchesne County	Claim: DUC0000032025	-1,556.50
07/21/2025	Bill Payment (Check)	ACH	Mylar Law, PC	Invoices 01741, 01748	-16,340.38
07/21/2025	Check	ACH	Kane County	Claim: KAN0000042025	-1,486.38
07/21/2025	Check	ACH	Morgan County	Claim: MOR0000042025	-8,706.29
07/21/2025	Check	BILLPAY	Parker & McConkie in trust for Gary Trotta	Claim: WHS0000632024	-10,000.00
07/24/2025	Check	ACH	Daggett County	Claim: DAG0000392017	-950,000.00
07/24/2025	Check	ACH	Morgan County	Claim: MOR0000042025	-492.00
07/24/2025	Check	BILLPAY	Enterprise Rent-A-Car Company of UT, LLC	Claim: SAJ0000042025	-506.88
07/24/2025	Check	ACH	Sanpete County	Claim: SAN0001012020	-100,000.00
07/24/2025	Check	ACH	Sevier County	Claim: SEV0000052025	-2,800.00
07/24/2025	Check	BILLPAY	Enterprise Rent-A-Car Company of UT, LLC	Claim: WAT0000022025	-632.40
07/24/2025	Bill Payment	ACH	Dentons Durham	Invoices 993913, 993914, 993918, 993923, 993924, 993925, 993926, 993927, 993929	-36,653.42

Utah Counties Indemnity Pool

Transaction Detail by Account

June 20 - August 21, 2025

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT
07/24/2025	(Check) Bill Payment	ACH	Jones & Pinegar Mylar Law, PC	Invoices 01749, 01751	-35,435.49
07/30/2025	Check	ACH	Garfield County	Claim: GAR0000022025	-76,853.76
07/30/2025	Check	BILLPAY	Joshua Edwards	Claim: JFD0000022025	-1,818.97
07/30/2025	Check	ACH	Parker Stuart	Claim: RIC0000052025	-9,193.23
08/18/2025	Bill Payment (Check)	ACH	Frontier Adjusters, Inc.	Invoice T1164012	-415.00
08/18/2025	Check	ACH	Davis County	Claim: DAV0000132025	-1,625.42
08/18/2025	Check	ACH	Steve Barnes	Claim: DAV0000142025	-6,824.00
08/18/2025	Check	ACH	Emery County	Claim: EME0000032025	-1,948.00
08/18/2025	Check	ACH	Morgan County	Claim: MOR0000052025	-5,265.60
08/18/2025	Check	ACH	Sevier County	Claim: SEV0000032025	-2,500.92
08/18/2025	Check	ACH	Sevier County	Claim: SEV0000062025	-3,280.38
08/18/2025	Check	ACH	Washington County	Claim: WAS0000102025	-1,216.34
08/18/2025	Check	ACH	Washington County	Claim: WAS0000152025	-1,000.00
08/18/2025	Check	BILLPAY	Liberty Mutual	Claim: WAS0000192025	-3,393.39
08/18/2025	Check	ACH	Washington County	Claim: WAS0000222025	-32,761.00
08/18/2025	Check	ACH	Washington County	Claim: WAS0000232025	-7,483.77
08/18/2025	Check	ACH	Wasatch County	Claim: WAT0000042025	-2,511.56
08/18/2025	Check	BILLPAY	Nathan Messerly	Claim: WEB0000082025	-1,268.98
08/18/2025	Check	ACH	Weber Human Services	Claim: WHS0000072025	-1,267.42
08/18/2025	Check	ACH	Weber Human Services	Claim: WHS0000072025	-565.15
08/18/2025	Check	ACH	Davis County	Claim: DAV0000152025	-387.00
08/18/2025	Bill Payment (Check)	ACH	Kunz PC	Invoices 303, 304, 305, 306, 307, 308, 309, 310	-33,480.00
08/18/2025	Bill Payment (Check)	ACH	Mylar Law, PC	Invoices 01752, 01753, 01754, 01755, 01756, 01761, 01762, 01764	-79,037.28
08/18/2025	Bill Payment (Check)	ACH	Strong & Hanni	Invoices 396830, 396833, 396834, 396836, 396837, 396838	-9,496.54
08/18/2025	Bill Payment (Check)	ACH	Suitter Axland	Invoices 4996, 4997, 4998, 4999, 5000, 5001	-4,850.50
08/18/2025	Bill Payment (Check)	ACH	Frontier Adjusters, Inc.	Invoice T1163609	-1,725.30
08/18/2025	Bill Payment (Check)	ACH	Frontier Adjusters, Inc.	Invoice T1163896	-261.00
Total for 500-000000-10010100 ZionsMLC					\$ - 1,876,719.09
500-000000-10010100 ZionsMLE					
06/27/2025	Check	ACH	Davis County	KS Mileage	-151.20
06/27/2025	Check	BILLPAY	Rich County	SW Mileage	-316.00
06/27/2025	Check	ACH	Greg Miles	GM Mileage	-258.50
06/27/2025	Check	ACH	Bob Stevenson	BS Mileage	-119.20
06/27/2025	Bill Payment (Check)	ACH	Utah Association of Counties	Invoice 7757	-16,900.00
06/27/2025	Bill Payment (Check)	ACH	Strong & Hanni	Invoices 393591, 393599	-1,241.00
06/27/2025	Check	ACH	Danielle Davis	DD Mileage	-93.80
06/27/2025	Check	ACH	Alyssa Michale	Reimbursable Expenses	-314.70
06/27/2025	Check	ACH	PEHP-LTD	Agency: 1076	-223.31
06/27/2025	Check	ONLINE	Utah Retirement Systems	Confirmation: 062559228426	-11,392.48
06/27/2025	Check	ACH	Public Employees Health Program	Account: AC-0000002101 (JUL)	-12,718.59
06/27/2025	Check	ACH	Public Employees Health Program	Invoice 0124165120	-300.79
06/30/2025	Payroll Check	DD	Danielle Davis	Pay Period: 06/16/2025-06/30/2025	-2,158.62

Utah Counties Indemnity Pool

Transaction Detail by Account

June 20 - August 21, 2025

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT
06/30/2025	Payroll Check	DD	Marty L. Stevens	Pay Period: 06/16/2025-06/30/2025	-2,718.23
06/30/2025	Payroll Check	DD	Alyssa Michale	Pay Period: 06/16/2025-06/30/2025	-1,603.37
06/30/2025	Payroll Check	DD	Lance Welch	Pay Period: 06/16/2025-06/30/2025	-3,341.65
06/30/2025	Payroll Check	DD	Johnnie R. Miller	Pay Period: 06/16/2025-06/30/2025	-2,000.00
06/30/2025	Payroll Check	DD	Johnnie R. Miller	Pay Period: 06/16/2025-06/30/2025	-4,964.00
06/30/2025	Bill Payment (Check)	ONLINE	US Bank	474-354249-25	-3,221.50
06/30/2025	Check	ONLINE	Nationwide Retirement Solutions	Entity: 0036786001	-1,100.28
06/30/2025	Tax Payment		UT State Tax Commission	Tax Payment for Period: 06/01/2025-06/30/2025 e-Check Payment confirmation number: 1-745-364-288	-2,039.69
06/30/2025	Tax Payment		IRS	Tax Payment for Period: 06/28/2025-06/30/2025 EFT ACKNOWLEDGEMENT NUMBER: 270558121943962	-6,479.67
07/03/2025	Check	ACH	Sevier County	CB Expense Reimbursement	-437.00
07/03/2025	Check	ACH	Washington County	VI Expense Reimbursement	-706.60
07/03/2025	Check	ACH	Johnnie R. Miller	JM Expense Reimbursement (JUN)	-1,233.98
07/11/2025	Bill Payment (Check)	BILLPAY	MicroNiche, Inc.	Invoice B25-10484	-300.00
07/11/2025	Bill Payment (Check)	ACH	Object Systems International, LLC	Invoice 12500	-360.00
07/15/2025	Payroll Check	DD	Lance Welch	Pay Period: 07/01/2025-07/15/2025	-3,341.65
07/15/2025	Tax Payment		IRS	Tax Payment for Period: 07/12/2025-07/15/2025 EFT ACKNOWLEDGEMENT NUMBER: 270559661173291	-6,479.67
07/15/2025	Payroll Check	DD	Danielle Davis	Pay Period: 07/01/2025-07/15/2025	-2,158.63
07/15/2025	Payroll Check	DD	Johnnie R. Miller	Pay Period: 07/01/2025-07/15/2025	-2,000.00
07/15/2025	Payroll Check	DD	Johnnie R. Miller	Pay Period: 07/01/2025-07/15/2025	-4,964.00
07/15/2025	Payroll Check	DD	Alyssa Michale	Pay Period: 07/01/2025-07/15/2025	-1,603.36
07/15/2025	Payroll Check	DD	Marty L. Stevens	Pay Period: 07/01/2025-07/15/2025	-2,718.23
07/21/2025	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 394539	-717.50
07/24/2025	Check	ACH	Public Employees Health Program	Invoice 0124168296	-300.79
07/24/2025	Check	ACH	Public Employees Health Program	Account: AC-0000002101 (AUG)	-12,718.59
07/24/2025	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 993906	-218.40
07/30/2025	Check	ACH	PEHP-LTD	Agency: 1076	-230.84
07/30/2025	Bill Payment (Check)	ACH	County Reinsurance, Limited	Invoice: 2025-488	-
07/30/2025	Check	ONLINE	Utah Retirement Systems	Confirmation: 072538457630	2,310,636.00
07/31/2025	Tax Payment		IRS	Tax Payment for Period: 07/30/2025-08/01/2025 EFT ACKNOWLEDGEMENT NUMBER: 270561221573053	-6,686.11
07/31/2025	Tax Payment		UT State Tax Commission	Tax Payment for Period: 07/01/2025-07/31/2025 e-Check Payment confirmation number: 0-515-847-488	-2,106.77
07/31/2025	Check	ONLINE	Nationwide Retirement Solutions	Entity: 0036786001	-1,100.28
07/31/2025	Bill Payment (Check)	ONLINE	US Bank	Confirmation: 474-416897-25	-4,152.67
07/31/2025	Payroll Check	DD	Lance Welch	Pay Period: 07/16/2025-07/31/2025	-3,341.65
07/31/2025	Payroll Check	DD	Alyssa Michale	Pay Period: 07/16/2025-07/31/2025	-1,766.35
07/31/2025	Payroll Check	DD	Danielle Davis	Pay Period: 07/16/2025-07/31/2025	-2,336.27
07/31/2025	Payroll Check	DD	Marty L. Stevens	Pay Period: 07/16/2025-07/31/2025	-2,984.86
07/31/2025	Payroll Check	DD	Johnnie R. Miller	Pay Period: 07/16/2025-07/31/2025	-4,964.00
07/31/2025	Payroll Check	DD	Johnnie R. Miller	Pay Period: 07/16/2025-07/31/2025	-2,000.00
08/15/2025	Payroll Check	DD	Danielle Davis	Pay Period: 08/01/2025-08/15/2025	-2,158.63
08/15/2025	Payroll Check	DD	Lance Welch	Pay Period: 08/01/2025-08/15/2025	-3,341.65
08/15/2025	Payroll Check	DD	Marty L. Stevens	Pay Period: 08/01/2025-08/15/2025	-2,718.23
08/15/2025	Tax Payment		IRS	Tax Payment for Period: 08/13/2025-08/15/2025 EFT ACKNOWLEDGEMENT NUMBER:	-6,479.65

Utah Counties Indemnity Pool

Transaction Detail by Account

June 20 - August 21, 2025

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT
270562742276286					
08/15/2025	Payroll Check	DD	Johnnie R. Miller	Pay Period: 08/01/2025-08/15/2025	-4,964.00
08/15/2025	Payroll Check	DD	Johnnie R. Miller	Pay Period: 08/01/2025-08/15/2025	-2,000.00
08/15/2025	Payroll Check	DD	Alyssa Michale	Pay Period: 08/01/2025-08/15/2025	-1,603.37
08/18/2025	Bill Payment (Check)	ACH	By The Numbers Actuarial Consulting, Inc.	Invoice 2025-101	-8,500.00
08/18/2025	Bill Payment (Check)	BILLPAY	MicroNiche, Inc.	Invoice B25-10558	-300.00
08/18/2025	Check	ACH	San Juan County	SAJ Airport Liability Refund	-5,443.00
Total for 500-000000-10010100 ZionsMLE					\$ - 2,504,884.28

Utah Counties Indemnity Pool

FINANCIAL STATEMENTS

Quarter Ending June 30, 2025

Utah Counties Indemnity Pool

Second Quarter 2025 Financial Statements

To the Board of Directors:

I have compiled the accompanying, in-house prepared, unaudited account balances arising from cash transactions and from accrual transactions of the Utah Counties Indemnity Pool as of June 30, 2025 to the basic financial statements.

Danielle Davis
Accounting Specialist
801-307-2113
ddavis@ucip.utah.gov

Reviewed this _____ day of _____, 2025

By: _____

UTAH COUNTIES INDEMNITY POOL
STATEMENT of NET POSITION
For the Quarter Ended June 30, 2025

	Jun 30, 2025	Dec 31, 2024	Jun 30, 2024
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	\$ 24,707,933	\$ 18,470,177	20,496,445
Short-term investments	3,335,988	2,972,865	1,451,872
Accounts receivable	182	2,000,000	9,870
Prepaid expenses	1,115,606	799,806	1,153,569
TOTAL CURRENT ASSETS	29,159,710	24,242,849	23,111,757
LONG TERM INVESTMENTS	1,004,499	1,245,810	2,603,442
CAPITAL CONTRIBUTIONS	4,321,511	4,158,933	2,970,278
PROPERTY AND EQUIPMENT	-	-	211
DEFERRED OUTFLOWS OF RESOURCES			
Deferred outflows related to pensions	253,274	253,274	210,223
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 34,738,993	\$ 29,900,866	\$ 28,895,911
LIABILITIES AND NET POSITION			
CURRENT LIABILITIES			
Reserves for losses and loss adjustment expenses	\$ 10,851,490	\$ 10,851,490	\$ 9,874,164
Accrued expenses	164,137	326,677	167,348
Contributions paid in advance	5,509,053	2,458,482	5,276,133
TOTAL CURRENT LIABILITIES	16,524,679	13,636,649	15,317,644
NONCURRENT LIABILITIES			
Net pension liability	128,418	128,418	78,229
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows related to pensions	1,989	1,989	756
TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	16,655,086	13,767,056	15,396,629
NET POSITION			
Net investment in capital assets	-	-	827
Unrestricted	18,083,907	16,133,810	13,498,455
TOTAL NET POSITION	18,083,907	16,133,810	13,499,282
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 34,738,993	\$ 29,900,866	\$ 28,895,911

UTAH COUNTIES INDEMNITY POOL
STATEMENTS of REVENUES, EXPENSES, and CHANGES in NET POSITION
Quarter Ended June 30, 2025

	Jun 30, 2025	Budget	Over Budget	% of Budget
OPERATING INCOME				
Contributions	\$ 5,509,588	11,016,742	(5,507,154)	50%
Investment Income	651,363	-	651,363	
Other Income	2,695	-	2,695	
TOTAL OPERATING INCOME	6,163,647	11,016,742	(4,853,095)	56%
UNDERWRITING EXPENSES				
Losses and Loss Adjustment Expenses	1,765,290	5,300,000	(3,534,710)	33%
Reinsurance Coverage	1,785,544	3,925,000	(2,139,456)	45%
TOTAL UNDERWRITING EXPENSES	3,550,834	9,225,000	(5,674,166)	38%
ADMINISTRATION EXPENSES				
Directors	7,105	55,000	(47,895)	13%
Depreciation	-	1,000	(1,000)	0%
Risk Management	33,831	80,000	(46,169)	42%
Public Relations	25,053	45,000	(19,947)	56%
Office	52,428	110,000	(57,572)	48%
Financial/ Professional Services	117,640	135,000	(17,360)	87%
Personnel	446,468	865,000	(418,532)	52%
TOTAL ADMINISTRATION EXPENSES	682,524	1,291,000	(608,476)	53%
TOTAL OPERATING EXPENSES	4,233,358			
NET OPERATING INCOME	1,930,289			
OTHER INCOME (EXPENSES)				
Change in Fair Value Investments	19,809			
Change in Fair Value Equity	-			
TOTAL OTHER EXPENSES	19,809			
CHANGE IN NET POSITION	1,950,097			
NET POSITION AT BEGINNING OF YEAR	16,133,810			
NET POSITION AT END OF QUARTER	\$ 18,083,907			

UTAH COUNTIES INDEMNITY POOL
STATEMENT of CASH FLOWS
For the Quarter Ended June 30, 2025

	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES		
Contributions collected	\$ 6,560,341	\$ 14,121,487
Other fees collected	2,695	15,992
Reinsurance paid	(2,101,344)	(3,801,227)
Losses and loss expenses paid	(1,765,290)	(2,735,563)
Cash paid to employees	(609,009)	(897,220)
Other administrative expenses paid	(236,055)	(312,680)
CASH FLOWS PROVIDED BY OPERATING ACTIVITIES	1,851,338	6,390,787
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of investments	3,715,246	(3,609,075)
Investment income	671,172	98,394
NET CASH FLOWS PROVIDED BY INVESTING ACTIVITIES	4,386,418	(3,510,680)
NET INCREASE IN CASH AND CASH EQUIVALENTS	6,237,756	2,880,106
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	18,470,177	15,590,071
CASH AND CASH EQUIVALENTS AT END OF YEAR	\$ 24,707,933	\$ 18,470,177
RECONCILIATION OF CHANGE IN NET POSITION TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Change in net position	\$ 1,950,097	\$ 2,977,770
Adjustments to reconcile change in net position to net cash flows used by operating activities		
Depreciation	-	827
Interest on investments	(671,172)	(1,205,703)
Net outflows of resources relating to pension	-	8,371
Accounts receivable	(1,999,818)	1,993,285
Prepaid expenses	(315,800)	74,398
Reserves for loss and loss adjustment expenses	-	977,326
Accrued expenses	(162,539)	(11,337)
Contributions paid in advance	3,050,571	1,575,851
Total adjustments	(98,759)	3,413,018
NET CASH PROVIDED BY OPERATING ACTIVITIES	\$ 1,851,338	\$ 6,390,787

UTAH COUNTIES INDEMNITY POOL RATE SETTING POLICY

SECTION A EFFECTIVE DATE AND FREQUENCY OF REVIEW

1. The effective date of this policy is August 17, 2023.
2. This policy should be reviewed annually, but not less than every three years by the Board.
3. This policy should also be reviewed any time that changes to laws or rules governing rate setting by the board members of interlocal agencies are amended or recommendations are made by the UCIP CEO, which would require review and update to this policy.
4. Failure to review this policy in the frequency stated shall not nullify, void, limit or waive this policy or any action taken under this policy.
5. This policy is considered to be amended at the time any new federal or state law becomes effective, which conflicts with this policy, but only to the extent necessary to come into compliance with new law.

SECTION B PURPOSE

1. This policy outlines the policy of the Board related to rate setting by the Directors.
2. The purpose of rate setting is to establish Member contributions or fees to fund UCIP.

SECTION C AUTHORITY

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

SECTION D APPLICABILITY AND SCOPE

1. This policy applies to all decisions regarding rating for contributions or fees considered or approved by the Board.

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. Director: a member of the Board of Directors of the Utah Counties Indemnity Pool.

4. Exposure or Exposures: Member owned or leased assets in accordance with the Bylaws Coverage Addendum.
5. Member: each of the Participating Members of UCIP as listed in the Coverage Addendum.
6. Rate or Rates: a fixed charge per value or number of Member exposures used to calculate contributions or fees to fund UCIP.
7. Rate Stabilization Fund: a notional fund shown on the UCIP financial statements as restricted funds. Net Assets are reduced by the Rate Stabilization Fund when calculating ratios for the purpose of determining dividends to assure adequate funds are maintained after any dividend distribution to account for unexpected expenses without necessity of short-term Member rate increases.
8. UCIP: the Utah Counties Indemnity Pool.

SECTION F POLICY STATEMENTS

1. It is the policy of the Board to provide equitable and stable rates for the Members.
2. The Board will conduct a rate setting process annually in order to determine annual Member contributions or fees in accordance with the UCIP Interlocal Agreement.
3. The Board will manage net asset levels to assure adequate assets to protect UCIP's financial position and ability to stabilize rates, without holding excessive public funds as net assets, in accordance with the Net Asset Management Policy.

SECTION G PROCEDURES AND RESPONSIBILITIES

1. Members have the obligation to report Exposures that are covered under the Coverage Addendum to UCIP, in accordance with the Bylaws of UCIP.
2. UCIP shall submit annually updated Member Exposure data, loss data and expense data to a Board approved independent actuary for analysis. The actuary will provide expected losses and rate estimates for UCIP's self-funded coverage layer, to the Board and CEO. Based on the actuarial rate analysis provided and historical rate analysis, rate stability, competitive factors and all other factors that impact the rate setting decision process, the CEO shall provide the Board recommended rates with member contribution estimates at the August regularly scheduled meeting.
3. UCIP shall submit annually updated Member Exposure data and any additional information requested to the Board approved excess and reinsurance carriers. The carriers will provide rates for coverage layers above UCIP's self-funded coverage layer.

4. In addition to the actuarial rate analysis, rate stability, competitive factors and all other factors that impact the rate setting decision process, the Board shall review the audited net assets as part of the Member Rate setting process.
5. The Rate Stabilization Fund may be utilized to designate surplus to cover temporary or unexpected expenses, particularly reinsurance expense, to avoid temporary rate fluctuation. This fund will be shown as a restricted fund separately on the financial statements from budgeted expenses. As reinsurance expenses can only be estimated at the time Member Contribution Rates are developed, the primary use of this fund will be to cover costs of estimates that were low when Rates were developed, as this would only affect the Rates for that year. Additional amounts may be set aside to account for unexpected increases in reinsurance costs for other expenses, to allow for gradual Rate change over multiple years.
6. Approval of Rates will be finalized by the Board and submitted to Members by UCIP at a time that will aid the Members in their budget process.

SECTION H REVISION HISTORY

1. Adopted: August 17, 2023

SECTION I APPENDICES

1. There are no appendices to this policy.

FINDINGS

The findings are the product of loss experience, actuarial assumptions, quantitative analysis, and professional judgment. The estimates are expressed in terms of ranges that indicate the reliance on assumptions believed to be reasonable and are subject to all the limitations expressed herein.

INDICATED CONTRIBUTIONS

The indicated contributions for 1/1-12/31/26 on an undiscounted and discounted for investment income basis are shown below. UCIP selected the discount rate of 4.0% based on information provided by their investment advisor, Raymond James & Associates. BYNAC has reviewed this rate based on a comparison to the rates on 2-year and 3-year U.S. Treasury notes and the investment rates of the Utah Public Treasurer's Investment Fund and finds it reasonable.

INDICATED CONTRIBUTIONS FOR 1/1-12/31/26

	Undiscounted for Investment Income					
	30%	Expected	70%	80%	90%	95%
Indicated Contributions	\$9,920,000	\$11,250,000	\$12,000,000	\$12,810,000	\$14,120,000	\$15,370,000
Estimated Contributions	11,640,000					
Contributions Indication	-14.8%	- 3.4%	+ 3.1%	+10.1%	+21.3%	+32.0%
	Discounted for Investment Income at 4.0% per Annum					
	30%	Expected	70%	80%	90%	95%
Indicated Contributions	\$9,455,000	\$10,635,000	\$11,295,000	\$12,015,000	\$13,175,000	\$14,280,000
Estimated Contributions	11,640,000					
Contributions Indication	-18.8%	- 8.6%	- 3.0%	+ 3.2%	+13.2%	+22.7%

The confidence levels shown are judgmental and are not intended to establish absolute minimums or maximums on the estimates, but rather to depict a reasonable range for the establishment of contributions in this particular situation. The indicated contributions are the

amount that UCIP needs to collect from its members to cover expected losses and expenses. The estimated contributions are based on the contributions UCIP expects to collect for 1/1-12/31/26.

COMPARISON TO PRIOR REPORT

The loss projections in this report are compared to the 8/19/24 actuarial report in the following table.

COMPARISON OF LOSS PROJECTIONS TO PRIOR REPORT

Coverage	Report	Pure Loss Rate	Exposure		Projected Losses
Law Enforcement Liability	Current	\$1,465	1,407	^	\$ 2,060,000
	Prior	1,351	1,335		1,800,000
	Change	+ 8.4%	+ 5.4%		+14.4%
Public Officials Liability	Current	\$124	5,085	#	\$ 630,000
	Prior	161	5,031		810,000
	Change	-23.0%	+ 1.1%		-22.2%
General Liability	Current	\$107	5,085	#	\$ 540,000
	Prior	133	5,031		670,000
	Change	-19.5%	+ 1.1%		-19.4%
Auto Liability	Current	\$171	3,854	<	\$ 660,000
	Prior	118	3,783		450,000
	Change	+44.9%	+ 1.9%		+46.7%
Property	Current	\$0.0508	\$31,854,386	~	\$ 1,620,000
	Prior	0.0554	29,906,870		1,660,000
	Change	- 8.3%	+ 6.5%		- 2.4%
Total	Current	----	----		\$ 5,510,000
	Prior	----	----		5,390,000
	Change	- 1.9%	+ 4.2%		+ 2.2%

^ Number of officers.

Number of employees.

< Vehicles.

~ Insured value (100).

Overall, the total loss projection is a 2.2% increase compared to last year due to a 4.2% increase in exposure and a 1.9% decrease in pure loss rates.

Table 1

UTAH COUNTIES INDEMNITY POOL**LAW ENFORCEMENT LIABILITY****ESTIMATED ULTIMATE INCURRED LOSSES
INCURRED LOSS DEVELOPMENT**

(Losses Including ALAE Net of Recoveries)

A. LOSSES LIMITED TO \$500,000

Policy Period	Incurred Losses as of 6/30/25	Number of Claims in Excess of \$500,000	Incurred Losses in Excess of \$500,000	Limited Incurred Losses as of 6/30/25
1/1-12/31/20	\$1,769,705	1	\$ 235,000	\$1,534,705
1/1-12/31/21	79,398	0	0	79,398
1/1-12/31/22	652,358	0	0	652,358
1/1-12/31/23	1,066,446	0	0	1,066,446
1/1-12/31/24	272,256	0	0	272,256
Total	\$3,840,163	1	\$ 235,000	\$3,605,163

B. ESTIMATED ULTIMATE INCURRED LOSSES

Policy Period	Limited Incurred Losses as of 6/30/25	Age of Policy Period in Months	Incurred Loss Development Factor*	Estimated Ultimate Incurred Losses [^]
1/1-12/31/20	\$1,534,705	66.0	1.584	\$2,138,973
1/1-12/31/21	79,398	54.0	1.860	147,680
1/1-12/31/22	652,358	42.0	2.243	1,463,239
1/1-12/31/23	1,066,446	30.0	2.593	2,530,474
1/1-12/31/24	272,256	18.0	4.324	1,177,235
Total	\$3,605,163			\$7,457,601

* Based on Section C of Table 1 of the 2/21/25 actuarial report.

[^] Development on large claims from Appendix A, Exhibit I limited to retention.

Figure 2

UTAH COUNTIES INDEMNITY POOL

LAW ENFORCEMENT LIABILITY

PURE LOSS RATES ADJUSTED TO A 1/1-12/31/26 LEVEL

(Losses Including ALAE Limited to \$500,000)

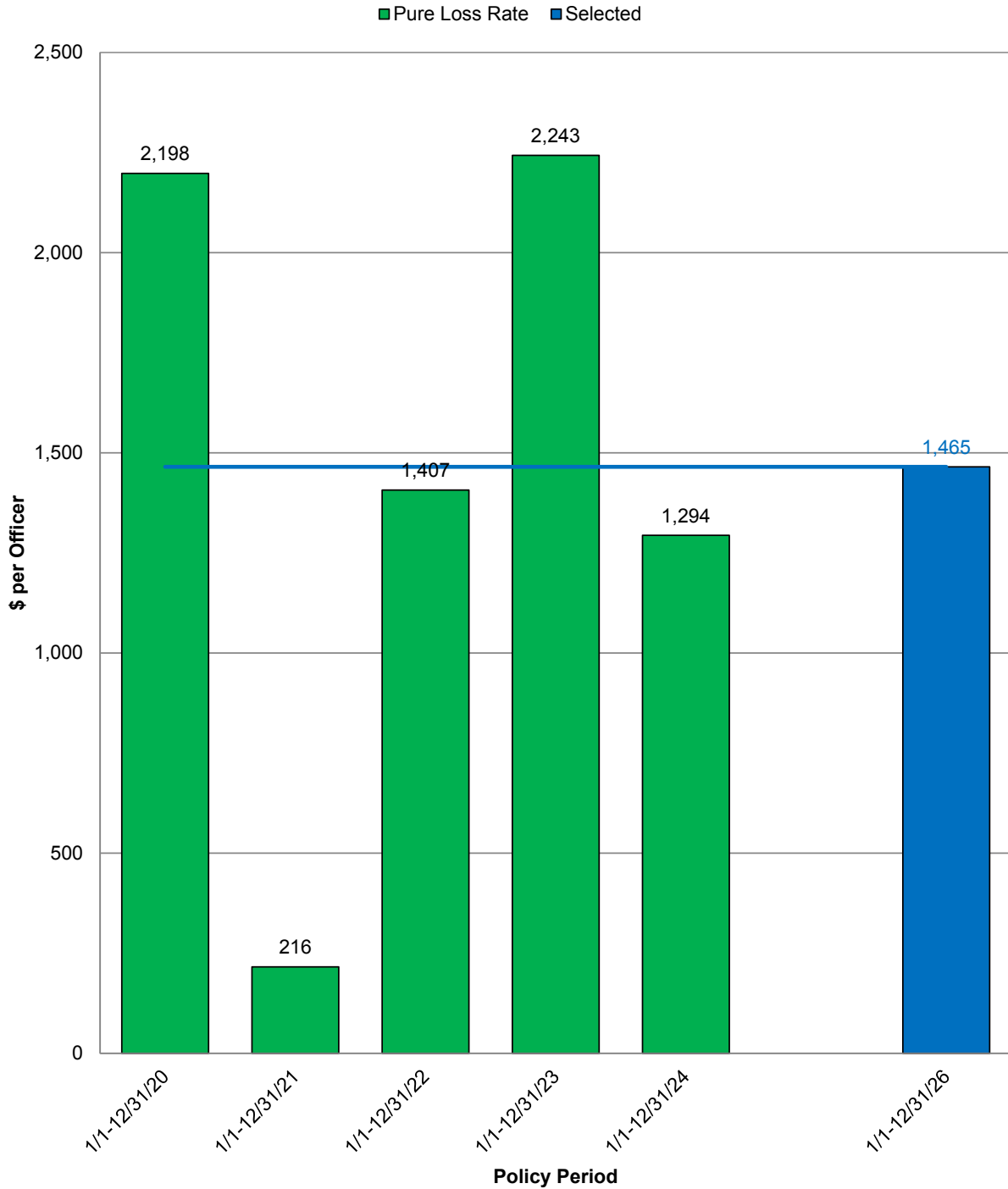


Table 34

UTAH COUNTIES INDEMNITY POOL**ALL COVERAGES****INDICATED CONTRIBUTIONS FOR 1/1-12/31/26 BY COVERAGE**

	<u>Law Enforcement</u>	<u>Public Officials Liability</u>	<u>General Liability</u>	<u>Automobile Liability</u>	<u>Property</u>	<u>Total</u>
A. LOSS PROJECTION*	\$2,060,000	\$ 630,000	\$ 540,000	\$ 660,000	\$1,620,000	\$ 5,510,000
B. FIXED EXPENSES**	\$1,640,000	\$ 415,000	\$ 270,000	\$ 650,000	\$2,765,000	\$ 5,740,000
C. INDICATED CONTRIBUTIONS UNDISCOUNTED A + B	\$3,700,000	\$1,045,000	\$ 810,000	\$1,310,000	\$4,385,000	\$11,250,000
D. PROJECTED EXPOSURE BASE	1,407 Officers	5,085 Employees	5,085 Employees	3,854 Vehicles	\$31,854,386 Ins. Value (\$100s)	
E. INDICATED RATE C / D	\$2,630	\$206	\$159	\$340	\$0.1377	
F. CURRENT CONTRIBUTIONS#	\$3,165,000	\$1,470,000	\$1,025,000	\$1,260,000	\$4,720,000	\$11,640,000
G. UNDISCOUNTED INDICATED CONTRIBUTIONS C / F - 1	+16.9%	-28.9%	-21.0%	+ 4.0%	- 7.1%	- 3.4%
H. LOSS PRESENT VALUE FACTOR##	0.829	0.829	0.829	0.946	0.970	0.884
I. CONTRIBUTION PRESENT VALUE FACTOR^	0.998					
J. INDICATED CONTRIBUTIONS DISC. AT 4.0% [A x H + B] / I	\$3,355,000	\$ 940,000	\$ 720,000	\$1,275,000	\$4,345,000	\$10,635,000
K. INDICATED RATE DISC. AT 4.0% J / D	\$2,385	\$185	\$142	\$331	\$0.1364	
L. INDICATED CONTRIBUTIONS DISC. AT 4.0% J / F -1	+ 6.0%	-36.1%	-29.8%	+ 1.2%	- 7.9%	- 8.6%

* See Section B of Tables 7, 14, 21, 28, and 33.

** See Appendix B, Exhibit III.

Provided by UCIP.

See Appendix B, Exhibit IV.

^ See Appendix B, Exhibit V.

Table 35

UTAH COUNTIES INDEMNITY POOL**ALL COVERAGES****INDICATED CONTRIBUTIONS FOR 1/1-12/31/26 BY CONFIDENCE LEVEL**

	Confidence Level					
	30%	Expected	70%	80%	90%	95%
A. LOSS PROJECTION*	\$ 4,180,000	\$ 5,510,000	\$ 6,260,000	\$ 7,070,000	\$ 8,380,000	\$ 9,630,000
B. FIXED EXPENSES**		\$5,740,000				
C. INDICATED UNDISCOUNTED CONTRIBUTIONS A + B	\$ 9,920,000	\$11,250,000	\$12,000,000	\$12,810,000	\$14,120,000	\$15,370,000
D. CURRENT CONTRIBUTIONS#		\$11,640,000				
E. UNDISCOUNTED INDICATED CONTRIBUTIONS C/D - 1	-14.8%	- 3.4%	+ 3.1%	+10.1%	+21.3%	+32.0%
F. LOSS PRESENT VALUE FACTOR		0.884				
G. CONTRIBUTIONS PRESENT VALUE FACTOR		0.998				
H. INDICATED CONTRIBUTIONS DISC. AT 4.0% [A x F + B]/G	\$ 9,455,000	\$10,635,000	\$11,295,000	\$12,015,000	\$13,175,000	\$14,280,000
I. DISC. INDICATED CONTRIBUTIONS AT 4.0% H/D - 1	-18.8%	- 8.6%	- 3.0%	+ 3.2%	+13.2%	+22.7%

* See Appendix B, Exhibit VI.

** See Appendix B, Exhibit III.

Provided by UCIP.

2026 AFFIRMED COUNTY EXPOSURES

MEMBER	TIV	TIV EQ	% CHANGE	AUTO	% CHANGE	UAS	% CHANGE	FTE	% CHANGE	FTLE	% CHANGE	2026 CONTRIBUTION W/O CYBER	% CHANGE
Beaver		36,280,639	7%	84	9%	4	0%	121	1%	58	5%	296,431	12%
Box Elder		116,133,027	2%	277	-4%	8	14%	229	3%	87	14%	610,558	10%
Daggett	34,864,274		11%	38	0%	1	100%	31	-9%	4	0%	84,950	6%
Davis		463,115,007	15%	236	6%	7	0%	789	0%	215	0%	1,738,378	10%
Duchesne	109,192,670		4%	183	0%	1	0%	165	0%	61	0%	447,894	6%
Emery	123,687,927		10%	142	2%	1	-50%	91	3%	40	43%	356,405	18%
Garfield	60,255,352		5%	130	7%	3	300%	87	2%	31	7%	248,490	10%
Iron		106,512,098	5%	249	9%	4	0%	208	0%	86	0%	582,477	10%
Juab		66,732,241	5%	99	2%	3	0%	90	0%	28	0%	250,731	6%
Kane	75,267,866		4%	102	5%	3	0%	123	0%	40	0%	300,609	6%
Millard		125,419,758	6%	221	4%	5	4%	140	0%	54	8%	471,517	9%
Morgan		37,762,861	17%	62	7%	1	0%	62	22%	17	6%	152,319	17%
Piute	14,254,385		3%	38	0%	0	0%	16	0%	4	0%	49,647	4%
Rich		17,628,674	20%	62	11%	0	0%	27	0%	10	0%	86,548	13%
San Juan	101,505,299		3%	246	3%	0	0%	130	-11%	35	-13%	369,719	-1%
Sanpete		65,830,171	8%	130	2%	2	0%	112	0%	47	0%	318,555	7%
Sevier		82,521,439	5%	151	6%	8	0%	144	9%	57	10%	396,560	12%
Uintah	228,889,464		3%	193	4%	4	0%	271	3%	86	2%	722,114	7%
Wasatch		191,784,816	31%	197	5%	7	17%	206	2%	71	-1%	639,643	17%
Washington	369,502,080		16%	251	6%	12	0%	456	5%	150	9%	1,190,245	15%
Wayne	21,181,407		-5%	67	16%	1	0%	28	0%	7	17%	83,212	8%
Weber		588,793,094	12%	327	3%	16	7%	726	0%	215	0%	1,963,632	12%
TOTALS	1,138,600,724	1,898,513,825	8%	3,485	5%	91	18%	4,252	1%	1,403	5%	11,360,630	11%

2026 AFFIRMED COUNTY-RELATED ENTITIES EXPOSURES

MEMBERS	TIV	TIV EQ	% CHANGE	AUTO	% CHANGE	UAS	% CHANGE	FTE	% CHANGE	2026 CONTRIBUTION W/O CYBER	% CHANGE
Beaver County Municipal Building Authority		42,066,212	4%	0	0%	0	0%	3	0%	62,526	3.5%
Box Elder Redevelopment Agency		2,500	0%	0	0%	1	0%	4	0%	3,064	-1.0%
Box Elder Special Service District		1,106,906	2%	4	0%	0	0%	5	0%	5,491	0.5%
Canyon Land Improvement District		0	0%	0	0%	0	0%	3	0%	1,529	-3.8%
Cedar Mountain Fire Protection District		5,261,874	5%	18	6%	0	0%	15	0%	20,872	5.5%
Central Utah Public Health Department		6,272,078	2%	29	-9%	0	0%	43	5%	41,539	0.3%
Daggett County Redevelopment Agency		0	0%	0	0%	0	0%	3	0%	1,560	-1.8%
Duchesne County Municipal Building Authority		4,464,917	125%	35	250%	0	0%	3	0%	19,019	157.2%
Duchesne/Wasatch Bluebench Landfill Special Service District		5,381,980	1%	8	0%	0	0%	6	0%	12,671	0.1%
Emery County Municipal Building Authority		0	0%	0	0%	0	0%	3	0%	1,762	-0.4%
Emery Emergency Medical Special Service District		2,240,850	10%	13	8%	0	0%	7	0%	10,921	7.6%
Five County Association of Governments		4,863,078	7%	19	0%	0	0%	54	-2%	41,424	-0.5%
Grand County Emergency Medical Services Special Service District		7,108,792	1%	12	0%	0	0%	21	17%	23,811	7.0%
Iron Special Service District #1		8,930,014	8%	19	6%	0	0%	11	0%	25,242	6.0%
Iron Special Service District #3		0	0%	0	0%	0	0%	3	0%	1,557	-1.5%
Juab Special Service District #2		0	0%	0	0%	0	0%	3	0%	1,630	0.5%
Juab Special Service Fire District		13,368,613	3%	58	4%	1	100%	4	0%	42,107	4.5%
Kane County Municipal Building Authority		11,000,000	725%	0	0%	0	0%	3	0%	16,097	305.3%
Kane County Recreation & Transportation Special Service District		0	0%	0	0%	0	0%	3	0%	1,592	0.9%
Multi-County Appraisal Trust		0	0%	0	0%	0	0%	3	0%	1,755	-23.2%
Municipal Building Authority of Daggett County		0	0%	0	0%	0	0%	3	0%	1,622	-1.5%
Panguitch Lake Fire Protection District		0	0%	0	0%	0	0%	5	0%	2,557	-1.2%
Piute County Municipal Building Authority		0	0%	0	0%	0	0%	3	0%	1,534	-1.5%
Piute Special Service District #1		0	0%	0	0%	0	0%	3	0%	1,566	-11.6%
San Juan Spanish Valley Special Service District		1,609,927	0%	0	0%	0	0%	5	0%	4,679	0.8%
San Juan Transportation Special Service District		1,500	0%	0	0%	0	0%	5	0%	2,643	-1.3%
Sanpete County Municipal Building Authority		42,340	25%	0	0%	0	0%	3	0%	1,529	-1.4%
Seven County Infrastructure Coalition		0	0%	1	0%	0	0%	8	0%	4,695	-4.5%
Sevier County Municipal Building Authority		3,436,382	7%	19	-5%	0	0%	3	0%	1,563	-26.7%
Southeastern Utah District Health Department		15,474,353	3%	28	0%	0	0%	60	-6%	34,187	-3.1%
Southwest Utah Public Health Department		0	0%	0	0%	0	0%	5	0%	60,527	-1.6%
Taylor West Weber Park District		8,057,829	2%	12	-14%	2	0%	31	-6%	2,612	0.8%
TriCounty Health Department		0	0%	0	0%	0	0%	3	0%	32,603	-4.9%
Utah Counties Indemnity Pool		237,610	2%	0	0%	0	0%	5	0%	1,610	-5.0%
Vermillion Cliffs Special Service District		0	0%	0	0%	0	0%	3	0%	4,180	6.2%
Wasatch County Health Department		628,359	0%	8	0%	0	0%	14	-13%	1,571	0.0%
Wasatch County Parks & Recreation Special Service District #21		10,323,496	7%	22	0%	0	0%	22	0%	11,030	-8.5%
Wasatch County Solid Waste Disposal District		8,165,870	12%	31	11%	0	0%	29	12%	33,817	0.5%
Wasatch County Special Service Area #1		0	0%	0	0%	0	0%	3	0%	37,723	13.1%
Wasatch County Special Service District #9		0	0%	0	0%	0	0%	3	0%	1,663	3.1%
Washington County Municipal Building Authority		0	0%	0	0%	0	0%	3	0%	1,614	-3.4%
Wayne County Municipal Building Authority		0	0%	0	0%	0	0%	3	0%	1,542	-2.5%
Wayne County Special Service District #1		0	0%	0	0%	0	0%	3	0%	1,528	-1.6%
Wayne County Special Service District #3		2,988,307	3%	30	0%	0	0%	3	0%	1,556	-3.0%
Wayne County Water Conservancy District		0	0%	0	0%	0	0%	3	0%	15,441	2.7%
Weber County Municipal Building Authority		0	0%	0	0%	0	0%	3	0%	1,529	-1.5%
Weber Human Services		51,819,584	18%	68	-3%	0	0%	3	0%	1,527	-1.6%
Weber-Morgan Health Department		8,878,037	4%	27	-4%	0	0%	88	-6%	103,164	9.7%
Willard Precinct Cemetery Maintenance District		629,672	2%	2	0%	0	0%	3	0%	68,469	-3.6%
TOTALS	71,932,129	152,428,951	44%	463	11%	7	5%	564	0%	779,582	4.7%

UCIP Cyber Program Reinsurance Proposals

Moreton Quotes

Carrier	Limits	SIR	Premium	Terms
Westchester	\$2M/\$10M	\$250,000		
Westchester	\$2M/\$10M	\$500,000		

Gallagher Quotes – All carriers would limit all expenses related to Extortion claims to \$50,000

Carrier	Limits	SIR	Premium	Terms
Lloyds Option 1	\$2M/\$10M	\$250,000	\$172,310	Carrier would handle all claims from first dollar including forensics, UCIP would have no claims input. New Exclusions apply.
Lloyds Option 2	\$2M/\$10M	\$500,000	\$146,202	Carrier would handle all claims from first dollar including forensics, UCIP would have no claims input. New Exclusions apply.
Lloyds Option 3	\$3M/\$10M	\$250,000	\$219,303	In addition to other terms above, \$3M limit only applies to Counties and Health Districts, not other districts. New Exclusions apply.
Lloyds Option 4	\$3M/\$10M	\$500,000	\$182,753	In addition to other terms above, \$3M limit only applies to Counties and Health Districts, not other districts. New Exclusions apply.
Berkley Option 1	\$2M/\$10M	\$250,000	\$258,986	Carrier would handle all claims from first dollar including forensics, UCIP would have no claims input. New Exclusions apply.
Berkley Option 2	\$2M/\$10M	\$500,000	\$222,436	Carrier would handle all claims from first dollar including forensics, UCIP would have no claims input. New Exclusions apply.
Berkley Option 3	\$3M/\$10M	\$250,000	\$361,328	In addition to other terms above, \$3M limit only applies to Counties and Health Districts, not other districts. New Exclusions apply.
Berkley Option 4	\$3M/\$10M	\$500,000	\$315,370	In addition to other terms above, \$3M limit only applies to Counties and Health Districts, not other districts. New Exclusions apply.

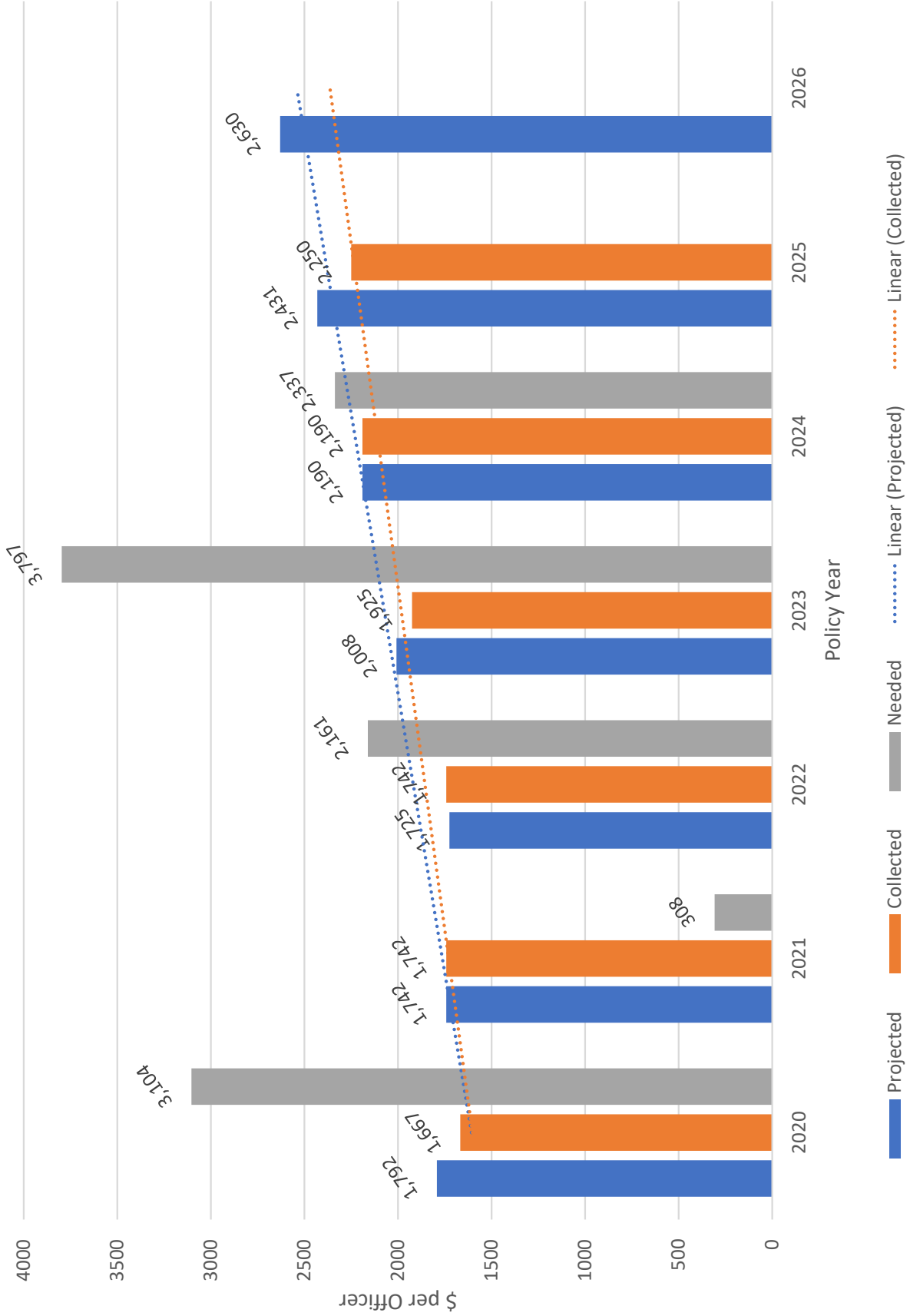
Marsh Quotes

Carrier	Limits	SIR	Premium	Terms
AIG Option 1	\$2M/\$10M	\$250,000	\$400,000	Carrier would handle claims. All Extortion claims would be limited to \$50,000 for all coverages. No option for a \$3M limit.
AIG Option 2	\$2M/\$10M	\$500,000	\$300,000	Carrier would handle claims. All Extortion claims would be limited to \$50,000 for all coverages. No option for a \$3M limit.
Star Option 1	\$2M/\$10M	\$250,000	\$260,000	UCIP would handle claims. Members with Cyber scores below 65% = \$1M, 65% to 80% = \$2M, Counties and Health Districts above 80% = \$3M, included in quoted premium.
Star Option 2	\$2M/\$10M	\$500,000	\$230,000	UCIP would handle claims. Members with Cyber scores below 65% = \$1M, 65% to 80% = \$2M, Counties and Health Districts above 80% = \$3M, included in quoted premium.

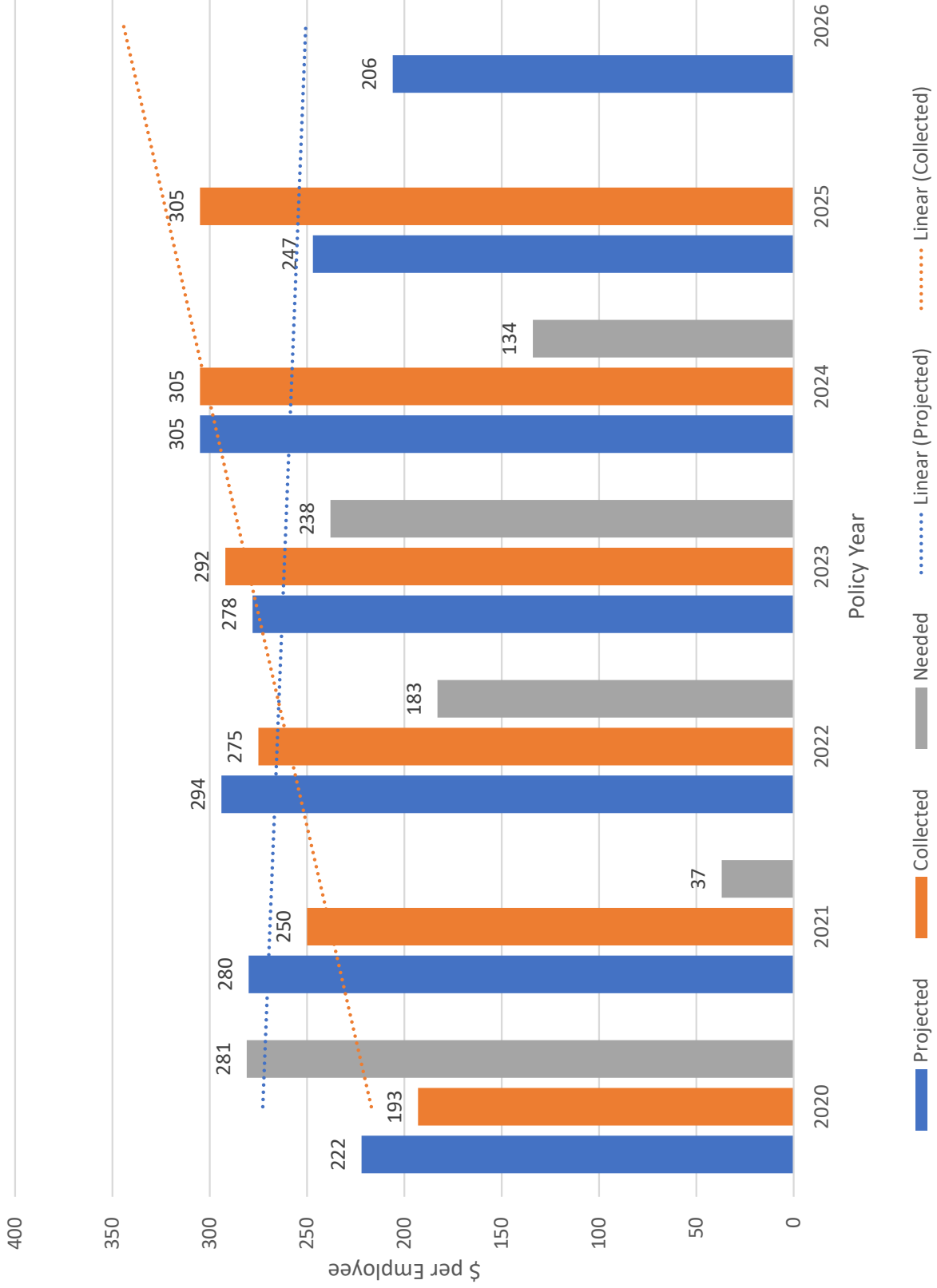
Safety National Option 1	\$2M/\$10M	\$250,000	\$250,000	\$250,000	UCIP would handle claims. \$1M x \$2M policies quoted directly to counties that want a total \$3M limit for additional premium. This carrier is the current reinsurer of the CRL Cyber program.
Safety National Option 2	\$2M/\$10M	\$200,000	\$500,000	\$200,000	UCIP would handle claims. \$1M x \$2M policies quoted directly to counties that want a total \$3M limit for additional premium. This carrier is the current reinsurer of the CRL Cyber program.

Staff Recommendation: Considering the coverage provided, cost and reputation/past experience with the carrier, staff recommends binding coverage with --- for the \$-- SIR option.

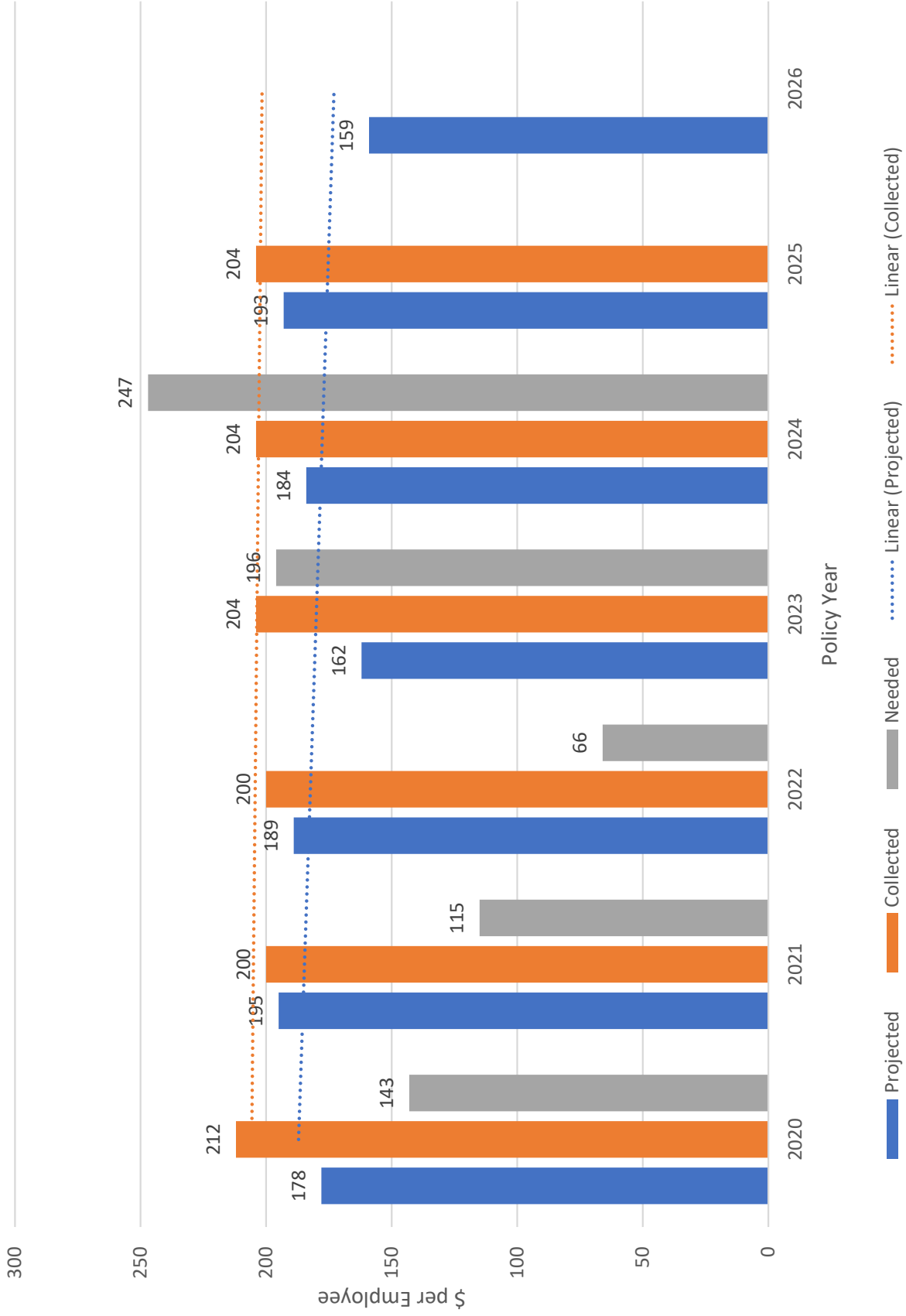
UTAH COUNTIES INDEMNITY POOL LAW ENFORCEMENT LIABILITY RATE TREND



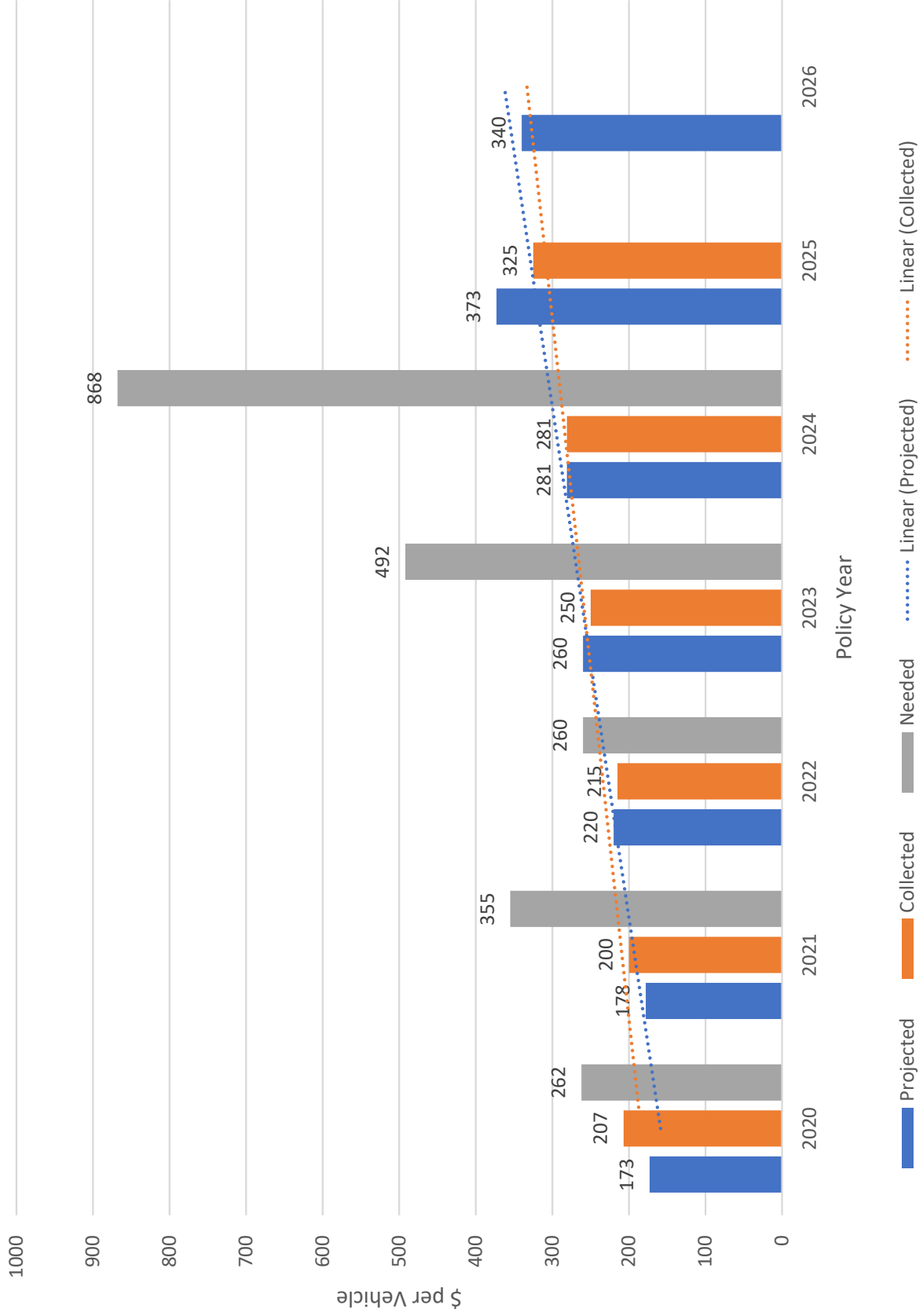
UTAH COUNTIES INDEMNITY POOL PUBLIC OFFICIALS LIABILITY RATE TREND



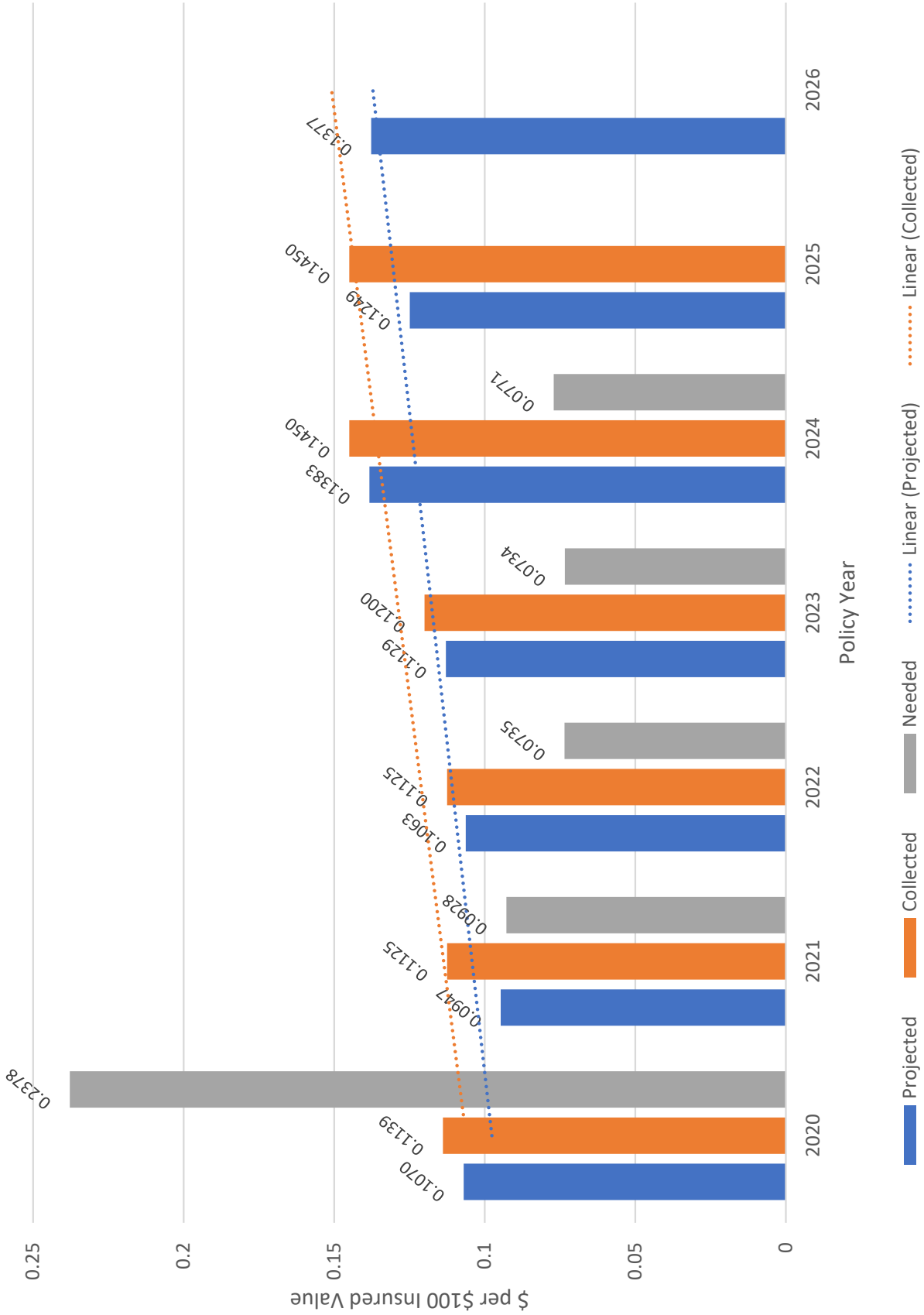
UTAH COUNTIES INDEMNITY POOL GENERAL LIABILITY RATE TREND



UTAH COUNTIES INDEMNITY POOL AUTO LIABILITY RATE TREND



UTAH COUNTIES INDEMNITY POOL PROPERTY RATE TREND



UTAH COUNTIES INDEMNITY POOL

	2026 Contribution w/o Cyber	2026 Cyber w/ Recommended Rates	2026 Contribution w/ Cyber
Beaver	296,431	6,050	302,481
Box Elder	610,558	11,450	622,008
Daggett	84,950	1,550	86,500
Davis	1,738,378	39,450	1,777,828
Duchesne	447,894	8,250	456,144
Emery	356,405	4,550	360,955
Garfield	248,490	4,350	252,840
Iron	582,477	10,400	592,877
Juab	250,731	4,500	255,231
Kane	300,609	6,150	306,759
Millard	471,517	7,000	478,517
Morgan	152,319	3,100	155,419
Piute	49,647	800	50,447
Rich	86,548	1,350	87,898
San Juan	369,719	6,500	376,219
Sanpete	318,554	4,600	323,154
Sevier	396,560	7,200	403,760
Uintah	722,114	13,550	735,664
Wasatch	639,643	10,300	649,943
Washington	1,190,245	22,800	1,213,045
Wayne	83,212	1,400	84,612
Weber	1,963,632	36,300	1,999,932
Counties Total	11,360,630	211,600	11,572,230

UTAH COUNTIES INDEMNITY POOL

	2026 Contribution w/o Cyber	2026 Cyber w/ Recommended Rates	2026 Contribution w/ Cyber
Beaver County Municipal Building Authority	62,523	150	62,673
Box Elder Redevelopment Agency	3,064	200	3,264
Box Elder Special Service District	5,491	250	5,741
Canyon Land Improvement District	1,530	123	1,653
Cedar Mountain Fire Protection District	20,872	750	21,622
Central Utah Public Health Department	41,539	2,150	43,689
Daggett County Redevelopment Agency	1,560	150	1,710
Duchesne County Municipal Building Authority	19,019	150	19,169
Duchesne/Wasatch Bluebench Landfill Special Service District	12,671	300	12,971
Emery County Municipal Building Authority	1,762	150	1,912
Emery Emergency Medical Special Service District	10,922	287	11,209
Five County Association of Governments	41,424	2,700	44,124
Grand County Emergency Medical Services Special Service District	23,811	1,050	24,861
Iron Special Service District #1	25,242	550	25,792
Iron Special Service District #3	1,557	150	1,707
Juab Special Service District #2	1,630	150	1,780
Juab Special Service Fire District	42,107	200	42,307
Kane County Municipal Building Authority	16,097	150	16,247
Kane County Recreation & Transportation Special Service District	1,592	150	1,742
Multi-County Appraisal Trust	1,755	123	1,878
Municipal Building Authority of Daggett County	1,622	150	1,772
Panguitch Lake Fire Protection District	2,558	205	2,763
Piute County Municipal Building Authority	1,534	150	1,684
Piute Special Service District #1	1,566	150	1,716
San Juan Spanish Valley Special Service District	4,679	250	4,929
San Juan Transportation Special Service District	2,643	205	2,848
Sanpete County Municipal Building Authority	1,529	123	1,652
Seven County Infrastructure Coalition	4,694	329	5,023
Sevier County Municipal Building Authority	1,563	150	1,713
Southeastern Utah District Health Department	34,187	1,602	35,789
Southwest Utah Public Health Department	60,527	3,000	63,527
Taylor West Weber Park District	2,613	205	2,818
TriCounty Health Department	32,603	1,550	34,153
Uintah County Municipal Building Authority	1,610	150	1,760
Utah Counties Indemnity Pool	4,180	250	4,430
Vermillion Cliffs Special Service District	1,571	150	1,721
Wasatch County Health Department	11,030	700	11,730
Wasatch County Parks & Recreation Special Service District #21	33,817	1,100	34,917
Wasatch County Solid Waste Disposal District	37,723	1,450	39,173
Wasatch County Special Service Area #1	1,663	150	1,813
Wasatch County Special Service District #9	1,614	150	1,764
Washington County Municipal Building Authority	1,542	150	1,692
Wayne County Municipal Building Authority	1,528	150	1,678
Wayne County Special Service District #1	1,556	150	1,706
Wayne County Special Service District #3	15,441	150	15,591
Wayne County Water Conservancy District	1,529	123	1,652

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	2026 Contribution w/o Cyber	2026 Cyber w/ Recommended Rates	2026 Contribution w/ Cyber
Weber County Municipal Building Authority	1,527	150	1,677
Weber Human Services	103,164	13,150	116,314
Weber-Morgan Health Department	68,469	4,400	72,869
Willard Precinct Cemetery Maintenance District	3,132	123	3,255
RE Total	779,582	40,600	820,182
Grand Total	12,140,212	252,200	12,392,412

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In addition to the EXCLUSIONS APPLICABLE TO ALL COVERAGE PARTS, coverage provided under COVERAGE PART III PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE, COVERAGE PART IV AUTOMOBILE LIABILITY, COVERAGE PART V GENERAL LIABILITY, COVERAGE PART VI LAW ENFORCEMENT LIABILITY, COVERAGE PART VII PUBLIC OFFICIALS LIABILITY and COVERAGE PART VIII EMPLOYEE BENEFITS LIABILITY does not apply to:

1. Any liability arising out of either the ownership, operation, maintenance or activities of a hospital or **Nursing Home** or the medical malpractice of any physician, medical doctor, osteopath, chiropractor, resident, extern or intern; psychiatrist; pharmacist; dentist, orthodontist, or periodontist. This exclusion does not apply to the administrative activities of medical doctors, dentists or psychiatrists employed by a **Member**, unless such administrative activities result in a medical malpractice claim.
2. Any obligation for which a **Covered Party** may be held liable under any workers' compensation, occupational disease, unemployment compensation, disability benefits law, employers liability or any similar law or for **Bodily Injury** to any employee or any liability for indemnity or contribution brought by any party for **Bodily Injury** to any employee.
3. Any investigatory, administrative, disciplinary or criminal proceedings against any **Covered Party** except that the **Pool** may at its own option assign counsel in the defense of any such investigatory, administrative, disciplinary or criminal proceeding. Should the **Pool** elect to assign counsel, it shall not constitute a waiver or estoppel of any rights the **Pool** may have pursuant to the terms, conditions, exclusions, and limitations of the **Addendum**.
4. **Claims** arising for declaratory or injunctive relief. However, a defense may be provided up to a maximum of \$100,000 per **Occurrence** per **Member** for **Claims** for injunctive relief if the **Pool** agrees that **Damages** may be added to the **Claim** at a later date. This limited defense coverage is subject to all other exclusions and conditions of the **Addendum**.
5. **Bodily Injury, Personal Injury, Property Damage** or any type of damage whatsoever due to war, either directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, any weapon of war employing atomic fission or radioactive force whether in time of peace or war, hostilities (whether war was declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
6. **Bodily Injury, Personal Injury, Property Damage** or any type of damage whatsoever, including the loss of use or any other type of loss or damage caused by the release,

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escape, discharge, dispersal, seepage or migration of **Pollutants** anywhere, anytime in any way, whether accidental or intentional, sudden, intermittent or continuous and regardless of ownership or location, except this exclusion does not apply to the official activities of the **Member's** hazardous materials work unit.

7. **Bodily Injury, Personal Injury, Property Damage** or any other type of damage whatsoever, directly or indirectly caused by the presence of asbestos or lead in any form.
8. Any **Claims** arising from the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, back up or overflow of any water or sewage from any sewer, drain or sump (whether open or closed).
9. Loss of or damage to or **Claims** resulting from the ownership, maintenance, operation, activities or use or entrustment to others of any:
 - a. Satellite;
 - b. Aircraft of any size, including **Unmanned Aircraft Systems** except as stated below;
 - c. Airport, airfield, landing area, runway, hangar, heliport, helipad or building or other property used in connection with aviation activities;
 - d. Watercraft over 26 feet in length; or
 - e. Watercraft used to carry persons or property for a charge.

This exclusion applies even if the **Claims** against any **Covered Party** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Covered Party**. For purposes of this exclusion, aircraft does not include an **Unmanned Aircraft System** that are scheduled for liability with the **Pool**. A sublimit shall apply of \$100,000 for defense of a claim only to any **Unmanned Aircraft System** not scheduled for liability with the **Pool**.

10. **Bodily Injury, Personal Injury, Property Damage** or any type of damage whatsoever for any **Claims** made or lawsuits brought against any **Covered Party** alleging physical or sexual assault, abuse, molestation or habitual neglect or **Sexual Abuse**. This exclusion applies whether the act was committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent. **Claims** of **Sexual Harassment** are covered under this **Addendum** unless the **Claim** also arises out of **Sexual Abuse**.
 - a. However, the **Covered Party** may be entitled to assistance defense counsel for civil **Claims** brought against the **Covered Party** as provided under the terms of this **Addendum** if the **Claim** is brought for alleged civil rights violations in addition to physical assault, abuse, molestation or habitual neglect or **Sexual Abuse**. The **Pool** may

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provide assistance defense counsel in defense of the **Claim** unless or until a judgment or final adjudication of liability is established or there is an admission or plea of guilty, nolo contendere, no contest or any similar plea by the **Covered Party** accused of the act that establishes the injury claimed in the suit in whole or in part.

- b. The **Pool** shall not be required to appeal a judgment or final adjudication that is adverse to the **Covered Party**. However, if the **Covered Party** elects to appeal the judgment or final adjudication and the judgment or adjudication is reversed on the issue of liability, the **Pool** may then reimburse the **Covered Party** for all reasonable expenses incurred in the appeals process, subject to the terms, conditions and limits of the **Addendum**.
 - c. This exclusion applies even if the **Claims** against any **Covered Party** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Covered Party**.
11. Any liability, **Claims** or suits arising out of the actual or alleged transmission of a **Communicable Disease**. This exclusion applies even if the claims against any **Covered Party** allege negligence or other wrongdoing in the:
- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a **Communicable Disease**;
 - b. Testing for a **Communicable Disease**;
 - c. Failure to prevent the spread of the **Communicable Disease**; or
 - d. Failure to report the **Communicable Disease** to authorities.

Except this exclusion does not apply to defense only with a sublimit of \$50,000.

As used herein, **Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c. The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

12. Any **Claim** based upon the **Covered Party's** failure to comply with the Federal

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Employee Retirement Income Security Act of 1974 (ERISA), including subsequent amendments or any similar federal, state or local law or regulations.

- 13. Bodily Injury, Personal Injury, Property Damage** or any type of damage whatsoever resulting from nuclear incidents, including:
- a. Any loss or damage to or liability from **Property Damage, Bodily Injury** or **Personal Injury** accruing to the **Member** directly or indirectly from any and all forms of radioactive **Contamination**;
 - b. Any loss or damage to or liability from **Property Damage, Bodily Injury** or **Personal Injury** accruing to the **Covered Party** directly or indirectly from any pool of insurers or reinsurers formed for the purpose of covering atomic or nuclear energy risks;
 - c. Any loss or damage to or liability from **Property Damage, Bodily Injury** or **Personal Injury** due to **Nuclear Reactor** power plants, any **Nuclear Material** or the dispersal, discharge, storage or processing of **Nuclear Material, Nuclear Facilities**, installations, laboratories or **Special Nuclear Material**; or
 - d. Any loss or damage or liability resulting from the **Hazardous Properties** of **Nuclear Material** and with respect to which any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 as amended, or if the **Covered Party** is or, had the **Addendum** not been issued, would be entitled to indemnity from the United States of America or any agency thereof.
 - e. Definitions used in this exclusion:
 - (i) **Hazardous Properties** means radioactive, toxic or explosive properties.
 - (ii) **Nuclear Material** means **Source Material, Special Nuclear Material, or By-Product Material**.
 - (iii) **Source Material, Special Nuclear Material** and **By-Product Material** have the meanings given them in the Atomic Energy Act of 1954, as amended.
 - (iv) **Spent Fuel** means any fuel element or fuel component, solid or liquid, which has been used, or to radiation in a **Nuclear Reactor**.
 - (v) **Waste** means any waste material which contains byproduct material from any ore processed primarily for its **Source Material** content and which results from the operation by any person or organization of any **Nuclear Facility**.
 - (vi) **Nuclear Facility** means any **Nuclear Reactor**, any equipment or device designed or used for separating the isotopes of uranium or plutonium or processing or utilizing **Spent Fuel**, or handling, processing or packaging **Waste**. **Nuclear Facility** also means any equipment

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or device used for the processing, fabricating or alloying of **Special Nuclear Material** and any structure, basin, excavation, premises or place prepared or used for the storage of **Waste** and the site and all operations on that site.

- (vii) **Nuclear Reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
14. Any liability, **Claims** or suits arising in whole or in part out of the operation of the principles of eminent domain, condemnation proceedings or **Claims**, inverse condemnation proceedings or **Claims**, regulatory takings by whatever name called, whether that liability accrues directly against the **Member** or by virtue of any agreement entered into, by or on behalf of the **Member**. **Claims** or suits alleging civil rights violations arising out of any of these listed proceedings are also excluded.
15. The **Addendum** does not provide coverage for:
- a. Any **Personal Injury** or **Law Enforcement Personal Injury** caused by or at the direction of a **Covered Party** with the knowledge that the action would violate the rights of another and would inflict **Personal Injury** or **Law Enforcement Personal Injury**;
 - b. Any **Personal Injury** or **Law Enforcement Personal Injury** arising out of oral or written publication of material whose first publication took place before the Retroactive Date shown on the General Liability, Law Enforcement Liability and **Automobile Liability Retroactive Dates Endorsement**; or
 - c. Any **Personal Injury** or **Law Enforcement Personal Injury** arising out of oral or written publication of material, if done by or at the direction of a **Covered Party** with knowledge of its falsity.
16. Any **Bodily Injury, Property Damage, Personal Injury** or **Law Enforcement Personal Injury** for which a **Covered Party** is obligated to pay **Damages** by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **Damages** that a **Covered Party** would have in the absence of the contract or agreement.
17. Any liability, claims, suits including but not limited to subrogation actions, tender of claims by other parties, or contribution, arising out of an occurrence for which the **Member** has assumed or admitted liability or waived any potential immunity available to them without the **Pool's** written consent.
18. For plaintiff's attorney fees except for plaintiff's attorney fees under 42 U.S. Code, Section 1988 in any case in which covered monetary damages are awarded.
19. Any ~~injury~~loss, damage, ~~loss~~liability, cost or expense which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion,

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absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any Perfluoroalkyl or Polyfluoroalkyl Substances.

20. Any loss, damage, liability, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, any Perfluoroalkyl or Polyfluoroalkyl Substances ~~by any Covered Party or by any other person or entity.~~

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1. **Automobile:**
 - a. Any motor vehicle intended or designed for highway use; and
 - b. Trailers or semi-trailers, including their equipment and any other equipment permanently attached to it while such trailer is attached to a vehicle described in a. above; but
 - c. **Automobile** does not include **Mobile Equipment**. However, self-propelled vehicles with the following types of permanently attached equipment are considered **Automobiles**: equipment designed primarily for snow removal; equipment designed for road maintenance but not construction or resurfacing; equipment designed for street cleaning; cherry pickers and similar devices mounted on an **Automobile** or truck chassis and used to raise or lower workers; and air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
2. **Bodily Injury**: physical injury (including death) to any person, and any mental anguish or shock, sickness, disease, disability or death associated with or arising from that physical injury.
3. **Claim**:
 - a. A demand for **Damages** (including filing a suit seeking **Damages**) as the result of an **Occurrence** or **Wrongful Act**; or
 - b. Notice to a **Covered Party** of the intent to hold the **Covered Party** liable for a **Bodily Injury**, **Property Damage** or **Wrongful Act**.
4. **Covered Party**: a **Member**. **Covered Party** also includes an employee as defined under 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) and only to the extent to which the **Member** is obligated to provide defense to such employee in compliance with Utah Code Annotated §63G-7-902.
5. **Damages**: all sums recoverable by law from any liability covered under the **Addendum** excluding:
 - a. Punitive damages;
 - b. Plaintiff's attorney fees in any case in which covered monetary damages are not specifically sought;
 - c. Fines, penalties or sanctions;

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- d. The return, refund or repayment of any taxes, fees or other charges by a **Member**; and
- e. Back pay, overtime pay or other benefits that are routinely paid by a **Member** to its employees.
- 6. **Employment Related Practices:**
 - a. Refusal to employ;
 - b. Termination of employment;
 - c. Practices, policies, acts or omissions such as coercion, demotion, failure to promote, evaluation, reassignment, discipline, harassment (other than **Sexual Harassment**), civil rights and discrimination; and
 - d. Any act relating to the selection, supervision or dismissal of any employee.
- 7. **Limited Professional Health Care Services: Bodily Injury or Personal Injury** arising out of the rendering or failure to render medical services by any **Covered Party** that is a duly qualified Psychologist, Physician Assistant, Registered Nurse Practitioner, Registered Nurse, Licensed Practical Nurse, Emergency Medical Technician, Paramedic, Counselor, Social Worker, Nutritionist and related health and community worker classifications or other employee trained in first aid.

However, **Limited Professional Health Care Services** does not include service provided by:

- a. A hospital or emergency room facility, except when provided by a qualified medical service provider listed above as part of certification or recertification training;
- b. A physician, medical doctor, osteopath, chiropractor, resident, extern, or intern;
- c. A psychiatrist;
- d. A pharmacist;
- e. A dentist, orthodontist, or periodontist; and
- f. Any other licensed health care professional other than any **Covered Party** that is a duly qualified Psychologist, Physician Assistant, Registered Nurse Practitioner, Registered Nurse, Licensed Practical Nurse, Emergency Medical Technicians, Paramedics, Counselors, Social Workers, Nutritionists and related health and community worker classifications or other employees trained in first aid.
- 8. **Mobile Equipment:** any of the following types of land vehicles, including any attached machinery or equipment:

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- a. Bulldozers, farm machinery, forklifts, ATVs, snowmobiles, and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises the **Member** owns or rents;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, 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. Vehicles not described in Paragraph a., b., c., or d. above 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. Vehicles not described above which are maintained primarily for purposes other than the transportation of persons or cargo.
9. **Nursing Home:** a residential facility which provides residents with nursing and/or personal care services by whatever name used including but not limited to assisted living facility, intermediate care facility, long term care facility, skilled nursing facility, residential care facility, senior care facility, convalescent home or group home and includes facilities whether they are Medicare/Medicaid certified or not.
10. **Occurrence:** an **Accident** which results in **Bodily Injury** or **Property Damage**. Continuous or repeated exposure to substantially the same general harmful conditions shall be deemed one **Occurrence**, and all **Bodily Injury** and **Property Damage** attributable, directly or indirectly, to a single cause or a series of similar causes shall be deemed one **Occurrence**, irrespective of the period of time or area over which such losses occur, the number of **Covered Parties** involved, number of locations involved or number of individuals or entities affected. There may be multiple **Claims** or claimants involved in one **Occurrence**, however only one deductible applies per **Occurrence**. With respect to **Personal Injury** and **Law Enforcement Personal Injury**, **Occurrence** means a **Wrongful Act** that commences on or after any applicable Retroactive Date and before the **Member's** withdrawal or termination from the **Pool**. A series of continuous, repeated or related **Wrongful Acts** by one or more **Covered Parties** shall be deemed to be one **Occurrence** regardless of the number of **Covered Parties** engaged in such **Wrongful Acts**, the number of individuals or entities affected by such **Wrongful Acts**, the number of locations where such **Wrongful Acts** occur or the number of **Wrongful Acts** occurring or the period of time over which they occur.
11. Perfluoroalkyl or Polyfluoroalkyl Substance (PFAS):

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- a. Any chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to ~~any~~:
- (i) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - (ii) Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - (iii) Perfluoropolyethers (PFPE);
 - (iv) Fluorotelomer-based substances;
 - (v) Side-chain fluorinated polymers; or
- b. ~~Any Good~~ or product, including containers, materials, parts or equipment furnished in connection with any such goods or products, that consists of or contains any chemical or substance described in paragraph a. ~~above of this definition~~.
12. **Property Damage:** direct damage to or destruction or loss of tangible property, including all resulting loss of use of property. For purposes of this coverage, **Electronic Data** is not tangible property. As used in this definition, **Electronic Data** means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
13. **Sexual Abuse:** any actual, attempted or alleged criminal sexual conduct towards a person by another person, or persons acting in concert, which causes physical and/or mental injury. **Sexual Abuse** includes sexual molestation, sexual assault, sexual exploitation or sexual injury. **Sexual Abuse** does not include **Sexual Harassment**.
14. **Sexual Harassment:** unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment (Equal Employment Opportunity Commission Guidelines, Section 1064.11).
15. **Unmanned Aircraft:** an aircraft that is not controlled by a person from within or on the aircraft.

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16. **Unmanned Aircraft System:** an **Unmanned Aircraft** and the equipment necessary for the safe and efficient operation of that aircraft.
17. **Wrongful Act:** any actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty including misfeasance, malfeasance or nonfeasance by a **Covered Party**. A series of continuous, repeated or related **Wrongful Acts**, by one or more **Covered Parties**, shall be deemed to be a single **Wrongful Act** regardless of the number of **Covered Parties** engaged in such **Wrongful Acts**, the number of individuals or entities affected by such **Wrongful Acts**, the number of locations where such **Wrongful Acts** occur, the number of **Wrongful Acts** occurring or the period of time over which they occur. For purposes of COVERAGE PART VIII **EMPLOYEE BENEFITS LIABILITY**, a **Wrongful Act** means any negligent act, error or omission by a **Covered Party** committed in the **Administration** of the **Member's Employee Benefit Programs** as defined in COVERAGE PART VIII **EMPLOYEE BENEFITS LIABILITY**.

BYLAWS OF THE UTAH COUNTIES INDEMNITY POOL

These Amended Bylaws are adopted by the Board of Directors of the Utah Counties Indemnity Pool (“Pool”) in accordance with the Interlocal Cooperation Agreement entered into by the Members of the Pool, each of which hereby agrees to abide by the terms and conditions of these Amended Bylaws and all actions taken pursuant hereto.

ARTICLE 1. Authority.

- 1.1 These Bylaws are amended pursuant to the provisions of the Amended Interlocal Cooperation Agreement.
- 1.2 These Bylaws may be amended and shall continue in effect until amended as provided herein.
- 1.3 The Pool shall have all powers necessary or desirable to achieve the purposes of the Pool as set forth in the Agreement and these Bylaws.

ARTICLE 2. Definitions.

As used in these Bylaws, the following terms shall have the meaning hereinafter set out:

- 2.1 **Agreement or Amended Agreement.** The Amended Interlocal Cooperation Agreement for Utah Counties Indemnity Pool.
- 2.2 **Alternate Representative.** An individual authorized by a Member to vote in place of the Member’s Representative if the Member’s Representative is unable to vote.
- 2.3 **Board of Directors or Board.** The Board of Directors of the Utah Counties Indemnity Pool.
- 2.4 **Board Meeting.** A meeting of the Board of Directors where a quorum is present and for which proper notice has been provided in accordance with Utah law.
- 2.5 **Bylaws or Amended Bylaws.** The Amended Bylaws of the Utah Counties Indemnity Pool.
- 2.6 **Code, Statute or Utah Law.** The Utah Code, including Utah Code Ann. Titles 11, 63G and 31A, as amended from time to time.
- 2.7 **County or Counties.** One or more of the twenty-nine counties of the State of Utah.
- 2.8 **County Related Entity.** A political subdivision of the State of Utah which is an eligible Member under 4.3 of these Bylaws that provides services similar to those provided by Utah counties, or which provides a service to Utah counties.
- 2.9 **Chief Executive Officer.** The person designated by the Board of Directors as Chief Executive Officer of the Utah Counties Indemnity Pool.

- 2.10 **Director.** An individual Member of the UCIP Board of Directors.
- 2.11 **Elected or Appointed Official.** An individual elected or appointed to an office and currently serving in such office of a Member. For purposes of nominations and elections to the UCIP Board of Directors, Elected Official also means an official elect who has been elected to an office but has not yet taken office, or a candidate for an office running unopposed after the date for candidates to file for election has passed but before the canvass of election results.
- 2.12 **Member or Members.** A county or county related entity that is a party to the Amended Interlocal Cooperation Agreement.
- 2.13 **Membership Meeting.** A meeting of the Members of the Utah Counties Indemnity Pool where a quorum is present and for which proper notice has been provided in accordance with the Agreement and Bylaws.
- 2.10 **Officer or Officers.** The President, Vice-President, or Secretary-Treasurer elected in accordance with these Amended Bylaws.
- 2.11 **Pool.** Utah Counties Indemnity Pool, an Interlocal entity.
- 2.12 **Representative.** The person designated pursuant to Article 4.7(b) of these Bylaws to be a Member's official representative for the purposes of representing the Member by casting the Member's vote at a Membership Meeting.
- 2.13 **Risk Coordinator.** The person designated pursuant to Article 4.7(j) of these Bylaws to be a Member's primary contact with the Pool.
- 2.14 **Sponsoring Member.** A UCIP Member which is a County that sponsors the membership of a county related entity pursuant to Article 4.3(a)iii of these Bylaws.
- 2.15 **Surplus.** The amount shown as Net Position on the audited financial statements of the Pool.

ARTICLE 3. Purpose.

- 3.1 The Pool is formed, financed, organized, and shall operate in accordance with the Agreement and the provisions of these Bylaws.

ARTICLE 4. Members.

- 4.1 Membership in the Pool is limited to Utah counties and county related entities that properly enter into the Agreement.
- 4.2 Counties and county related entities, including former Members, may be admitted to the Pool after its formation only upon approval of the Board and subject to the conditions set

out in the Agreement, these Bylaws and such additional conditions as the Board may, from time to time, require.

4.3 County related entities may participate in UCIP as a separate Member pursuant to the following:

(a) To be eligible as a separate UCIP Member a county related entity must:

- i. have statutory authority to enter into an Interlocal Agreement;
- ii. be able to meet the Member obligations enumerated in the UCIP Interlocal Agreement and Bylaws;
- iii. be sponsored by a participating Member County by resolution of the Member's governing body; and
- iv. provide services which are beneficial to the sponsoring Member County or county government generally.

(b) In addition to the requirements of eligibility under 4.3(a):

- i. A county related entity that is an Interlocal Agency must be organized and operated pursuant to Title 11, Chapter 13 of the Utah Code, and the Sponsoring Member must be a Member of the Interlocal Agency;
- ii. A county related entity that is a Special Service District must be organized and operated pursuant to Title 17D, Chapter 1 of the Utah Code;
- iii. A county related entity that is a Local Building Authority or Municipal Building Authority must be organized and operated pursuant to Title 17D, Chapter 2 of the Utah Code;
- iv. A county related entity that is a Conservation District must be organized and operated pursuant to Title 17D, Chapter 3 of the Utah Code;
- v. A county related entity that is a Local or Special District must be organized and operated pursuant to Title 17B of the Utah Code, and all Members of the Board of the Local or Special District must be appointed by the governing body of the Sponsoring Member.
- vi. A county related entity that is a Recreation Board must be organized and operated pursuant to Title 11, Chapter 2 of the Utah Code;
- vii. A county related entity that is a Community Development or Renewal Agency must be organized and operated pursuant to Title 17C, Chapter 1 of the Utah Code; or
- viii. A county related entity that is a County Health District or multi-county Health District must be organized pursuant to Title 26A of the Utah Code;

4.4 Members shall be classified as one of the following Member types:

- (a) Equity Member; and
- (b) Non-equity Member.

Equity Members shall be included in the calculation of equity as described in the Agreement and these Bylaws. Non-equity Members shall not be included in calculations of, nor shall they have any ownership interest in, the Member equity of the Pool. Non-equity Members do not have a right to distributions of dividends, however Non-equity Member status does not restrict those Members from being included in distribution of dividends approved by the Board of Directors, and any dividend paid to a Non-equity Member shall be at the Board's sole discretion.

4.5 Members shall also be classified as either:

- (a) Voting; or
- (b) Non-voting Members.

Members, which are counties, shall be voting Members. Members, which are not counties, shall be non-voting Members.

4.6 Members shall meet at least once annually. A Membership Meeting may be called by the Board or President pursuant to a procedure to be established by the Board, or upon written request executed by at least 30 percent of the Members.

- (a) Notice of any Membership Meeting shall be mailed to each Member at least 15 days in advance.
- (b) The President, Vice President, or Secretary-Treasurer of the Board shall preside at the Membership Meeting or the President's designee if no other Officer is present at the meeting.
- (c) A majority of the voting Members shall constitute a quorum to do business.
- (d) Proxy voting shall not be allowed.
- (e) Each Member shall be entitled to one vote on each issue before the membership at any Membership Meeting, to be cast by its Representative or Alternate Representative if the Representative is unable to vote. The Representative and Alternate Representative shall be designated by the Member in accordance with Article 4.7(b) of the Bylaws.
- (f) The location of Membership Meetings will be as determined from time to time by the Board.

4.7 Members shall have the obligation to:

- (a) Pay promptly all contributions and other payments to the Pool at such times and in such amounts as shall be established in accordance with these Bylaws. Annual contributions are

due on or before the first day of January of the applicable fund year. Members making payments for annual contributions, or portions thereof, postmarked after January 31 shall be charged interest calculated daily at two percent above the rate that the Pool would have earned if the contributions had been deposited with the Public Treasurers Investment Fund (PTIF), subject to a \$10.00 minimum late fee. All other contributions are due 30 days after the invoice date. Members making payments, or portions thereof, postmarked 30 days after the invoice date shall be charged interest calculated daily at two percent above the rate that the Pool would have earned if the contributions had been deposited with the Public Treasurers Investment Fund (PTIF), subject to a \$10.00 minimum late fee.

- (b) Designate in writing a Representative and one or more Alternate Representatives for the Membership Meetings. Each Representative and Alternate Representative must be an elected or appointed officer or employee of a Member and must be appointed by majority vote of the governing body or by the county executive or county mayor of the Member to be the Member's official Representative for the purposes of casting the Member's vote at a Membership Meeting. An Alternate Representative may exercise all the powers of a Representative during a Membership Meeting, in the absence of the Representative.
- (c) Allow the Pool, its Chief Executive Officer, agents, contractors, employees and officers reasonable access to all facilities and records of the Member as required for the administration of the Pool and implementation of the Agreement, the Bylaws and policies of the Board.
- (d) Cooperate fully with the Pool's attorneys, its Chief Executive Officer, and any other agent, contractor, employee or officer of the Pool in activities relating to the purposes and powers of the Pool.
- (e) Provide information requested by the Pool, its Chief Executive Officer, and any other agent, contractor, employee or officer of the Pool, as reasonably required for the administration of the Pool.
- (f) Allow the Pool attorneys and others designated by the Pool, to represent the Member in the investigation, settlement and litigation of any claim within the scope of loss protection furnished by or through the Pool and also to deny coverage for any claims settled by a Member or for any monies paid by a Member toward claims without the prior written approval of the Pool.
- (g) Follow the claims, loss reduction and prevention, and risk management policies and procedures established by the Board.
- (h) Report to the Pool, in the form and within the time required by the Board, all incidents or occurrences that could reasonably be expected to result in a covered claim to the Pool under the Coverage Addendum.
- (i) Report to the Pool, in the form and within the time required by the Board, the addition of new programs, facilities and exposures or the significant reduction or expansion of existing programs and facilities covered under the Coverage Addendum of these Bylaws.

- (j) Designate a Risk Coordinator who shall act as the Member's primary contact with the Pool.
- (k) Act in a manner that is consistent with the Pool's shared goals. The Pool is a cooperative endeavor based on mutual advantage. It is a failure of this obligation when a Member intentionally acts in ways detrimental to the Pool's shared goals, or jeopardized the Pool's shared assets or obligations, or otherwise harms the shared interests of the Pool and its Members.

ARTICLE 5. Board of Directors.

5.1 The Board shall:

- (a) Perform all duties required by Utah law, the Agreement, and these Bylaws.
- (b) Obtain and provide to Members at least annually an audit of the finances of the Pool performed by an independent certified public accountant. Providing Members access to the audit of finances of the Pool on the Pool's website or the Utah Office of State Auditor's website meets the Board's duty to provide the audit to Members.
- (c) Provide for at least quarterly financial statements to account for income, expenses, assets and liabilities of the Pool.
- (d) Provide at least annually for an actuarial review of the Pool's liabilities for losses and loss adjustment expenses.
- (e) Adopt a budget annually and report the budget to the Members. Providing Members access to the budget on the Pool's website or the Utah Office of State Auditor website meets the Board's duty to provide the budget to Members.
- (f) Require that fidelity bonds or appropriate crime insurance, in an amount to be determined by the Board and in compliance with rules adopted by the Money Management Council, be in effect for employees of the Pool, and every other person having access to monies of the Pool.
- (g) Appoint an Audit Committee to review the financial statements, actuarial analysis, make reports to the Board on the financial affairs of the Pool, and make an annual report to the Members regarding the financial affairs of the Pool.
- (h) Appoint a Nominating Committee to solicit nominations for available elected Director positions. Any elected official of a Member or any Director may nominate eligible persons to run for available elected Director positions. Nominations will be received at the Pool office no later than 30 days prior to the meeting at which the election is scheduled. The Pool will verify that each nominee is willing to serve if elected before forwarding the nominations to the Nominating Committee. The Nominating Committee shall review the nominations and select by a majority decision not more than three names to be placed on the ballot for each available elected Director position. A person may not be nominated and placed on the ballot for more than one available elected Director position. In the event that no nominations are timely received for one or more available elected Director positions, the President of the Board of Directors can solicit nominations from the floor on the

following conditions:

- i. The nominee is eligible to serve as a Director in accordance with Section 5 of the Agreement; and
- ii. The nominee, if present, expresses a willingness to serve, or, if not present, the Pool has verified that the nominee has expressed a willingness to serve.
 - (i) Adopt and maintain an investment policy as an addendum to these Bylaws to state the manner in which funds of the Pool may be invested.
 - (j) Adopt and maintain a Coverage Addendum as an addendum to these Bylaws to state the manner and extent to which Members will be indemnified from the assets of the Pool.
 - (k) Exercise their responsibility to the Pool and Member counties in the following way:
 - i. First, to the mission of the Pool, to maintain financial and managerial integrity, and to serve all counties fairly;
 - ii. Second, to express the needs and concerns of the county(ies) that Board Members represents.

5.2 Directors will be reimbursed for reasonable and approved expenses incurred in attending Board meetings and in otherwise carrying out their responsibilities in accordance with the Reimbursement Policy adopted by the Board. UCIP will reimburse Directors for in-state travel by private vehicle at the rate allowed by the UCIP Board Reimbursement Policy at the time of travel, as well as for lodging and meals at the rates allowed by the UCIP Board Reimbursement Policy at the time of travel. For Directors attending out-of-state conferences and business meetings as approved by the Board, UCIP will directly pay the registration, airfare and lodging expenses for the dates of the conference or meeting and up to two travel days for Directors arranging travel through the UCIP office. Directors will be paid per diem for out-of-state meals and incidental expenses for each day of the training and travel day(s) pursuant to the rates allowed by the UCIP Board Reimbursement Policy. Directors will also be compensated for necessary transportation expenses between the airport and lodging. Receipts for airfare, lodging and necessary transportation, paid by the Director, are required for reimbursement. A written statement by the Director will be required in place of a lost receipt. Reimbursement is made based on the least expensive reasonable method of travel. Expenses for guests who accompany Directors to UCIP meetings or to approved out-of-state training are the responsibility of the Director. UCIP will invoice Directors for any guest expenses paid by UCIP. However, there will be no charge for guests attending business meals hosted by and at the invitation of the Chief Executive Officer. Requests for reimbursement shall be submitted within 60 days of completion of a trip.

5.3 Directors will be elected in accordance with Section 5 of the Agreement. Notwithstanding Article 4.6(e) only Members of the class of county which a Director will represent may vote for Directors nominated to serve pursuant to Section 5.1(d) through (g) of the Agreement. Election of Directors shall be conducted by written secret vote. A simple majority of those voting in the election will determine the nominee elected to the position.

In the event of a tie vote, a coin flip will be conducted to determine the outcome of the election. The Director conducting the coin flip will determine which candidate will be considered “heads” prior to flipping the coin.

ARTICLE 6. Officers, Meetings, Procedures.

- 6.1 The principal offices of the Board shall be: president, vice-president and secretary-treasurer. The principal offices shall be held by three separate natural persons. Officers shall be elected by and from among the Directors, at the first Board meeting following each annual meeting of the Members. The Board shall establish the powers and duties of each officer, consistent with these Bylaws, and the Agreement. All Members of the Board shall have full voting rights. The president shall preside over meetings of the Board and of the Members and shall perform such other duties as may be prescribed from time to time by the Board and the Members. The vice-president shall exercise the powers of the president in the absence of the president, and the secretary-treasurer shall exercise the powers of the president in the absence of the president and vice-president.
- 6.2 The Board shall fix the date, time and place of regular meetings that are scheduled in advance over the course of a year. Meetings may be called by the president, or by any five Members of the Board, by written notice mailed at least ten days in advance to all Directors or by unanimously executed waiver of notice. Emergency meetings of the Board may be held to consider matters of an emergency or urgent nature, after an attempt has been made to notify all Board Members and a majority votes in the affirmative to hold the meeting. Notice, including public notice, of all meetings and the agenda shall comply with applicable laws of the State of Utah.
- 6.3 Seven Directors shall constitute a quorum to do business. All actions of the Board shall require a quorum and a majority vote of the Directors present, except where a different vote is required by the Agreement or these Bylaws.
- 6.4 The Board shall adopt such policies and procedures as it deems necessary, required or desirable for the conduct of its business.
- 6.5 Any or all Directors may participate in any meeting of the Board by means of an electronic meeting as defined in laws of the State of Utah, and in accordance with the Board’s Electronic Meeting Policy. Participation by such means shall constitute presence at the meeting.
- 6.6 The Board shall establish its own rules of order that are not in conflict with the laws of the State of Utah, the Agreement, and other specific provisions of these Bylaws.
- 6.7 A Director’s position may be declared vacant by official action of the Board of Directors when the Director has accumulated two consecutive unexcused absences at duly called meetings for which the Director has received notification. Excused absences will be granted only with advance notice received by the UCIP offices or a Member of the Board of Directors prior to the Board meeting and approved by formal action of the Board.

ARTICLE 7. Financing.

- 7.1 All monies of the Pool, and earnings thereon, shall be held in the name of and for the use and benefit of the Pool.
- 7.2 The Board shall establish Member contributions pursuant to guidelines established by the Board from time to time.
- 7.3 Surplus of the Pool shall be attributable to the Members as equity. Equity in the Pool shall be used to satisfy the surplus requirements established by the Board and any applicable regulation, and next to repay any outstanding debentures after which refund of surplus in the form of dividends to Members may be considered. Any refund of surplus monies shall be consistent with policies adopted by the Board.
- 7.4 Investments of monies of the Pool shall be limited to those investments permitted by the State Money Management Act, Utah Code Ann. §51-7-1 et seq. (2002), as amended.
- 7.5 Member's equity in UCIP shall be calculated as follows:
- (a) The ratio of each Member's contributions to the total contributions shall be computed for each fund year.
 - (b) The Member's contribution ratio shall be multiplied by the total surplus, (less any borrowed surplus), attributable to a fund year as stated in the most recent monthly financial statement. A Member's total equity will be the sum of the yearly amounts for each fund year for which that Member was a participating Member in UCIP.
 - (c) In the event that the surplus amount is a negative number, a member's equity will be decreased using the same method of calculation as above.
 - ~~(d)~~ In the event of a termination of membership, the terminated Member shall lose and have no claim to any equity in UCIP. The equity formerly attributed to that Member for each fund year shall be allocated to the remaining counties who were Members during that fund year.
 - ~~(d)~~(e) A new or returning Member may be charged contributed equity in addition to contributions and fees in an amount of not less than 100% and not to exceed 200% of the Member's annual contribution, as determined by the Board. Contributed equity charged a new or returning Member shall be attributable to the new or returning Member. The Board may authorize payment of contributed equity by installment payments over a period not to exceed three years. A new or returning Member may not withdraw from membership until such time as the contributed equity determined by the Board has been paid in full.
 - ~~(e)~~(f) The Board of Directors in its sole discretion shall determine if and when equity is distributed.
- 7.6 The fiscal year shall be the calendar year.

ARTICLE 8. Withdrawal and Termination.

8.1 Any Member may withdraw from a joint purchase program, or terminate its membership in the Pool in accordance with the Agreement.

(a) Notice of termination from a joint purchase program or termination of membership must be provided in accordance with the Agreement and must be made by formal action of the Member's governing body. Notice provided by staff without formal action by the Member's governing body prior to providing notice will not be considered proper notice under the Agreement.

(b) A Member governing body shall provide UCIP written notice of their intent to consider providing a written notice of termination with at least three business days' notice of the date and time of the meeting of the governing body at which this item will be considered, and shall allow UCIP an opportunity to speak to the issue at the Member's open public meeting where this issue will be determined.

8.1(c) Notices of termination shall be provided by the Member's appointed Risk Coordinator with evidence of the governing body's formal action to provide such notice.

8.2 Withdrawal or termination from the Property and Liability program shall be considered termination of membership.

ARTICLE 9. Involuntary Termination of Membership.

9.1 The Board may terminate a Member that fails to pay a contribution due the Pool within sixty days of the due date unless time for payment is extended by the Board and payment is made within the extended period. A notice of failure to pay a contribution due the Pool shall be mailed to the Member at least 30 days prior to the date of termination. Coverage and payment of claims shall terminate effective the first date for which the unpaid contribution was calculated. If the unpaid contribution is additional contribution resulting from an audit, coverage and payment of claims shall terminate effective on a date calculated on a pro-rata basis of the unpaid contribution to the contribution paid for the audit period. Any membership in the Pool may be terminated under this paragraph by majority vote of the Board.

9.2 Any membership in the Pool may be terminated by a three-fourths vote of the Board for failure of a Member to carry out any other obligation of the Member.

9.3 Any termination under 9.2 will be subject to the following:

(a) The Member shall receive written notice from the Board of the alleged failure and shall be given not less than 30 days in which to correct the alleged failure, along with notice that termination of membership could result if the failure is not corrected.

(b) The Member may request a hearing before the Board prior to the termination. The request shall be made in writing to the Board at least ten business days before the end of the period given by the Board to correct the alleged failure. The Board shall present the case for termination of membership at the hearing and the affected Member may present its case. A Board Member of the affected Member shall not be counted in determining a quorum or the number of votes required, nor shall the Board Member representative of such Member be entitled to vote on the termination.

- (c) If a request for hearing is not received pursuant to Article 9.3(b) of the Bylaws and if the failure is not corrected within the time required by the Board's notice, or any extension of such time as the Board may grant, the Board may terminate the membership.
 - (d) The Board shall provide the Member at least ten days prior written notice of the time and place of any requested hearing, and the proposed termination of membership may not take effect until such time after the conclusion of any hearing as the Board may set.
- 9.4 Termination of membership shall be in addition to any other remedy that may exist.
- 9.5 A Member shall lose all voting rights and any claim of title or interest to any asset of the Pool upon involuntary termination of its membership to the same extent as if the termination were voluntary. The coverage and payment of claims after the effective date of a Member's termination shall be consistent with the Agreement and these Bylaws.
- 9.6 Notwithstanding Article 9.6 an involuntarily terminated Member may have its equity interest restored by majority vote of the Board if the Member is approved for membership within 12 months of the termination.

ARTICLE 10. Dissolution and Disposition of Property.

- 10.1 The Pool may be dissolved by the Members as provided in the Agreement. In the event of voluntary dissolution of the Pool, the assets of the Pool not used or needed for the purposes of the Pool, including its contractual obligations, shall be distributed, as determined by the Board, only to Utah counties which are Members of the Pool at the time of dissolution. The Members of the Pool at the time the vote is held to dissolve the Pool shall continue to be considered Members of the Pool until the final disposition of property and dissolution of the Pool is complete.
- 10.2 Upon partial or complete dissolution of the Pool by the Members in accordance with the Agreement, the Board shall determine, consistent with these Bylaws, all other matters relating to the disposition of property and dissolution of the Pool by a two-thirds vote of all Directors.
- 10.3 The Board shall serve as Directors for the disposition of property or funds, payment of obligations, dissolution and winding up of the affairs of the Pool. Any vacancy in the position of an elected Director after disposition of the Pool has begun may be filled by majority vote of the remaining Directors until the next annual meeting of the Members, at which time the Members shall elect a person to fill the vacancy for the unexpired term.

ARTICLE 11. Liability of Board, Officers and Employees.

- 11.1 It is the intent of the Pool to provide the broadest possible immunity from personal liability to each Director, officer, and employee of the Pool allowed by applicable laws of the State of Utah including, but not limited to, the Governmental Immunity Act, the Corporations Code and the Insurance Code, as amended from time to time. The Pool shall defend and indemnify the Directors, officers and employees of the Pool against any and all expense, including attorney fees and liability expenses, sustained by them or any of them in connection with any suit or suits which may be brought against them involving or

pertaining to any of their acts or duties to the fullest extent allowed by the laws of the State of Utah. The Pool shall purchase liability or other appropriate insurance or coverage as a Member of UCIP providing coverage for the Directors, officers and employees of the Pool. Nothing herein shall be deemed to prevent compromises of any litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.

ARTICLE 12. Mandatory Pre-Litigation Mediation.

- 12.1 To the extent permitted by any applicable reinsurance or excess insurance, if the Board or its authorized representative and a Member disagree on whether a loss is covered through the Pool or on the amount of a covered loss, the Board or its authorized representative or the Member may not file litigation until they have submitted to mediation as follows:
- (a) Any claim brought against the Pool by a Member must fully comply with the Utah Governmental Immunity Act.
 - (b) The Board or its authorized representative and the Member shall agree on the selection of the mediator. If the parties cannot agree within 30 days, the Board shall select the mediator.
 - (c) If mediation does not result in an agreement between the parties, the Board or its authorized representative and the Member can move forward to litigate the issue in accordance with Utah law and rules of procedure.
 - (d) Each party will pay the attorney's fees and expenses they incur and share the expenses of the mediator equally.

ARTICLE 13. General Provisions.

- 13.1 The laws of Utah shall govern the interpretation and performance of these Bylaws.
- 13.2 In the event that any portion of these Bylaws is held invalid or unenforceable, such invalidity or unenforceability shall not affect other portions, and these Bylaws are expressly declared to be severable.
- 13.3 These Bylaws do not relieve any Member of any obligation or responsibility imposed upon it by law except to the extent that actual and timely performance thereof by the Pool satisfies such obligation or responsibility.
- 13.4 All moneys received by the Pool are public funds, including earned interest, derived from its Members, which are counties and county related entities within the State of Utah.
- 13.5 It is the intention of the Members that the Pool and any income of the Pool not be subject to taxation. The Board and the Members shall cooperate in such respects, including amending these Bylaws, as reasonably necessary to establish and maintain the non-taxable status of the Pool.
- 13.6 Except as permitted in these Bylaws, the Agreement and amendments thereto, neither the Board nor any other person or entity is authorized to incur liabilities or obligations or enter

into contracts on behalf of the Members.

- 13.7 In the event of the payment of any loss by the Pool under the Agreement, the Pool shall be subrogated to the extent of such payments to all the rights of the Member against any other person or other entity legally responsible for damages for such loss, and in such event the Member agrees to render all reasonable assistance to effect recovery.

ARTICLE 14. Conflict of Interest and Disclosure.

- 14.1 Directors and the Chief Executive Officer shall not request, receive, or accept a gift or loan for themselves or another if:
- (a) It tends to influence the Director or the Chief Executive Officer in the discharge of his or her official acts as a Director or Chief Executive Officer; or
 - (b) She/he within two years has been involved in any official act directly affecting the donor or lender or knows that he/she will be involved in any official act directly affecting the donor or lender in connection with his or her membership on the Board or as the Chief Executive Officer.
- 14.2 The prohibition set forth in Section 14.1 above shall not apply to:
- (a) An occasional nonpecuniary gift, insignificant in value; or
 - (b) An award publicly presented in recognition of public service; or
 - (c) A commercially reasonable loan made in the ordinary course of business by an institution authorized by the laws of the state to engage in the business of making loans; or
 - (d) A political campaign contribution, provided that such gift or loan is actually used in a political campaign and is subject to Utah law regarding such gift or loans.
- 14.3 Directors shall disqualify themselves from participating in any official action of the Board that affects a business in which that Director has a financial interest as defined in Sections 67-16-8 and 67-16-9 Utah Code Annotated 1953 as amended.
- 14.4 Directors shall not acquire a financial interest at a time when they believe or have reason to believe that it will be directly affected by their official action on the Board.
- 14.5 Directors and the Chief Executive Officer shall not use or divulge to any person confidential information acquired by virtue of their membership on, or participation with, the Board for their or another's private gain. Confidential information for the purpose of this paragraph shall be defined as all information disclosed or discussed in any meeting of the Board which is confidential under law, statute or practice and which is otherwise not available to the public.
- 14.6 The Chief Executive Officer of the Pool and each Director shall complete a disclosure form provided by the Pool during January of each fund year, at such time a new conflict arises or at the first meeting attended by a new CEO or Director. That completed form shall

affirm the person's awareness of this bylaw requirement and make all required disclosures.

- 14.7 The information on the disclosures, except for the valuations attributed to the reported interests, shall be made available by the Secretary-Treasurer of the Board for inspection by any UCIP Member county representative. The valuation shall be confidential for all purposes except for proceedings for violation of the disclosure requirement of these Bylaws.

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.

ARTICLE 16. Effective Date and Term.

- 16.1 The effective date of these Bylaws is ~~August 21, 2025~~June 9, 2023 and shall remain in effect until amended by the UCIP Board of Directors in accordance with the Interlocal Agreement.

UTAH COUNTIES INDEMNITY POOL AGENDA ITEM REQUEST POLICY

SECTION A EFFECTIVE DATE AND FREQUENCY OF REVIEW

1. The effective date of this policy is June 18 of 2021.
2. This policy should be reviewed annually, but not less than every five years by the governing body. This policy will also be reviewed any time that changes to laws or rules governing open public meetings are amended in a manner which would require review and update to this policy.
3. This policy will also be reviewed any time that changes to laws or rules governing the rules of procedure of board meetings of interlocal agencies are amended or recommendations are made by the UCIP Board Chair or CEO, which would require review and update to this policy.
4. Failure to review this policy in the frequency stated shall not nullify, void, limit or waive this policy or any action taken under this policy.
5. This policy is considered to be amended at the time any new federal or state law becomes effective which conflicts with this policy, but only to the extent necessary to come into compliance with new law.

SECTION B PURPOSE

1. This policy outlines the policy and procedure related to having an item placed on the agenda of a regularly scheduled meeting of the Board with the intent to:
 - a. Provide a procedure to allow persons access to request an item be placed on the Board's meeting agenda for deliberation and/or action;
 - b. To assure meetings of the Board comply with all requirements of the Utah Public and Open Meetings Act, and more specifically, the meeting agenda meets requirements of the Act.
 - c. To assure all meetings of the Board are conducted as effectively and efficiently as possible.

SECTION C AUTHORITY

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

SECTION D APPLICABILITY AND SCOPE

1. This policy applies to development and approval of all agenda for all public meetings of the Board with the exception of emergency meetings as defined in the Act.
2. Nothing in this policy is meant to create any right to any person to have an item placed on the agenda of the Board, nor limit any such right any person may have under the laws of the State of Utah.

SECTION E DEFINITIONS

1. Agenda: the properly noticed list of items for discussion, deliberation or action of a meeting of the Board.
2. Act: the Utah Open and Public Meetings Act.
3. Board: the Board of Directors of the Utah Counties Indemnity Pool.
4. CEO: the Chief Executive Officer of the Utah Counties Indemnity Pool.
5. Chair: the individual conducting a meeting of the UCIP Board of Directors.
6. Clerk: the individual assigned by the UCIP Board of Directors to prepare the agenda for meetings of the Board.
7. Director: any individual member of the UCIP Board of Directors.
8. Meeting: a meeting as defined in OPMA.
9. Member: a currently participating Member of UCIP.

~~10. OPMA: the Utah Open and Public Meetings Act.~~

SECTION F POLICY STATEMENTS

1. The Board intends to assure all items discussed, deliberated or acted upon at an open public meeting of the Board have been properly noticed to the public in advance of the meeting, with reasonable specificity, in accordance with the Act.
2. The Board intends to conduct all meetings efficiently and effectively in part by assuring all items placed on the agenda for discussion, deliberation or action are timely, pertinent and within the scope of authority of the Board.
3. The Board considers agenda items such as Other Business, Open Forum or Public Comment not to meet the intent of the Act's requirement for each agenda item to provide "reasonable specificity" of the item to be discussed or acted upon.

SECTION G PROCEDURES AND RESPONSIBILITIES

1. Directors. A Director may request an item be placed on the meeting agenda by making such request to the Clerk, either in writing or orally no later than 26 hours in advance of the meeting.
2. Members. An elected or appointed official of a Member may request an item be placed on the meeting agenda by making such request in writing to the Clerk no later than 26 hours in advance of the meeting.
3. CEO. The CEO may request an item be placed on the agenda by making such request to the Clerk, either in writing or orally no later than 24 hours in advance of the meeting.
4. Staff. UCIP staff other than the CEO may request an item be placed on the agenda by:
 - a. If the item is UCIP business related the employee is urged to work with the CEO to have such request made by the CEO, but may make such a request using the procedure for members of the public;
 - b. If the agenda item is of a personnel nature the employee is urged to work with the CEO to have such request made by the CEO, ~~but may make such a request using the procedure for members of the public;~~ or
 - ~~c. If the agenda item is of a personal nature, such request must be made using the procedure for members of the public. If the staff member's personal agenda item is rejected by the CEO, the employee may make such a request using the procedure for members of the public.~~
5. Members of the Public. A person may request an item be placed on the agenda of the Board by completing the Request for UCIP Meeting Agenda Item form and presenting the form to the Clerk either in person, by mail or electronically no later than 10 days prior to the scheduled meeting. The Request for UCIP Meeting Agenda Item form will be made available to the public upon request to the Clerk, at the UCIP offices and on the UCIP website.
6. Compliance with Act. All agenda item requests must provide adequate information on the issue to be discussed under the agenda item, to assure the agenda describes the topic of the item with "reasonable specificity" to comply with the Act.
7. Review of Requests. All Request for UCIP Meeting Agenda Item forms submitted to the Clerk shall be provided to each member of the Board. The Chair may accept a request, or if not accepted by the Chair, the request may be accepted by consent of four or more other Directors. If accepted by the Chair or other Directors, the Clerk shall place the item on the agenda.

8. Final Agenda Review. The Clerk, or clerk-designee, shall provide the Chair of the governing body a draft of the agenda for final review and approval with adequate time to allow the Chair to review and approve the agenda no later than 24 hours in advance of the meeting.
9. Items Not Properly Requested. The Clerk shall assure the agenda noticed in compliance with the Act is the agenda as approved by the Chair under this policy and procedure and shall not place or allow to be placed on the agenda any item that was not approved in accordance with this policy and procedure.
10. Posting Agenda as Part of Meeting Notice. The Clerk shall post the final agenda approved by the Chair as part of the meeting notice in compliance with the notice requirements of the Act.
11. No agenda item may be added to the agenda within 24 hours of the meeting.

SECTION H REVISION HISTORY

1. Adopted: June 18, 2021
2. Revised: August 15, 2024
- ~~2.3.~~ Revised: August 21, 2025

SECTION I APPENDICES

1. There are no appendices to this policy.

UTAH COUNTIES INDEMNITY POOL POWERS AND DUTIES OF OFFICERS POLICY

SECTION A EFFECTIVE DATE AND FREQUENCY OF REVIEW

1. The effective date of this policy is June 18, 2020.
2. This policy should be reviewed annually, but not less than every five years by the Board of Directors.
3. This policy should also be reviewed at any time that changes to laws or rules governing the duties of officers of an interlocal entity 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 establish the powers and duties of the principal officers of UCIP.

SECTION C AUTHORITY

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

SECTION D APPLICABILITY AND SCOPE

1. This policy is applicable to all principal officers of UCIP.

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. President: The individual elected by the Board as the President of the Board.

5. Secretary-Treasurer: The individual elected by the Board as the Secretary/Treasurer of the Board.
6. UCIP: the Utah Counties Indemnity Pool.
7. Vice President: The individual elected by the Board as Vice President of the Board.

SECTION F POLICY STATEMENTS

1. The principal offices of the Board shall be President, Vice-President and Secretary-Treasurer.
2. The principal offices shall be held by three separate natural individuals elected annually by and from among the Directors of the Board.

SECTION D PROCEDURES AND RESPONSIBILITIES

1. The President shall:
 - a. Preside over meetings of the Board and Membership;
 - b. Sign required documents including approved minutes and affidavits;
 - c. Function as Interim CEO in accordance with the CEO Succession Policy; ~~if the CEO is unable to perform their duties for an extended period of time or the position becomes vacant, until the CEO returns to their duties or the Board appoints an Interim CEO or new CEO;~~
 - d. Perform such other duties as may be prescribed from time to time by the Board and the Membership.
2. The Vice President shall:
 - a. Exercise the powers of the President in the absence of the President;
 - b. Review and report to the Board on the Conflict of Interest statements of the Board and CEO.
2. The Secretary/Treasurer shall:
 - a. Exercise the powers of the President and Vice-President in the absence of the President and Vice-President;
 - b. Assure minutes and recordings are taken of each meeting of the Board and Membership and present draft minutes to the Board for approval;

- c. Perform as custodian of all cash, bank accounts, credit card accounts, bond and securities;
- d. Perform the duties of the Treasurer outlined in the Internal Accounting Controls.

SECTION E REVISION HISTORY

- 1. Adopted: June 18, 2020
- 2. Revised: August 15, 2024
- ~~2.3.~~ Revised: August 21, 2025

SECTION F APPENDICES

- 1. There are no appendices to this policy



County Reinsurance, Limited

Property Plus Committee, Annual Membership, and Board of Directors Meetings
Tuesday, September 23, 2025 - Thursday, September 25, 2025

Hotel Park City, 2001 Park Ave, Park City, UT 84068

Schedule of Events

Tuesday, September 23rd **CRL Property Plus Committee Meeting and CRL Annual Membership Meeting**

CRL Property Plus Committee Members, Member Designated Representatives, All Meeting Attendees

12:00 PM – 1:00 PM*	CRL Property Plus Committee Lunch – Four Seasons
1:00 PM – 3:30 PM*	CRL Property Plus Committee Meeting – Four Seasons
3:30 PM – 4:00 PM	Break – Four Seasons
4:00 PM – 5:00 PM	CRL Annual Membership Meeting – Four Seasons

CRL Members, CRL Vendor Partners, Guests and Spouses

6:00 PM – 7:00 PM	Reception – Bandanas Deck
7:00 PM – 9:00 PM	Dinner – Aspen

Wednesday, September 24th **CRL Board of Directors Meeting**

CRL Board of Directors, Member Designated Representatives, All Meeting Attendees

7:00 AM – 8:30 AM	Breakfast – Wasatch
8:30 AM – 10:00 AM	Board Meeting – Four Seasons
10:00 AM – 10:30 AM	Morning Break –Foyer
10:30 AM – 12:00 PM	Board Meeting – Four Seasons
12:00 PM – 1:00 PM	Lunch Buffet – Wasatch
1:00 PM – 3:00 PM	Board Meeting – Four Seasons
3:00 PM – 3:30 PM	Afternoon Break –Foyer
3:30 PM – 5:00 PM	Board Meeting – Four Seasons

CRL Reception/Dinner Onsite at *the Rose Garden and Ruth’s Chris*

CRL Members, All Meeting Attendees, Guests, and Spouses

6:00 PM – 7:00 PM	Reception – Rose Garden
7:00 PM – 9:00 PM	Dinner – Ruth’s Chris

Thursday, September 25th **Departure Day – No CRL Business Meetings**

CRL Members, All Meeting Attendees, Guests, and Spouses

6:30 AM – 8:00 AM	Breakfast – Wasatch
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* CRL Property Plus Committee Members required. Attendance by other CRL Members optional.