



BOARD OF DIRECTORS MEETING MINUTES

Date and Time

July 15, 2026 3:00 p.m.

Location

Meeting conducted telephonically.

Anchor Location: Utah Counties Indemnity Pool 5965 S. 900 E., Suite 150, Murray, UT 84121

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

Victor Iverson, Washington County Commissioner

Lee Perry, Box Elder County Commissioner

David Tebbs, Garfield County Commissioner

Sim Weston, Rich County Commissioner

Marla Young, Box Elder County Clerk

Directors Absent

Greg Miles, Duchesne County Commissioner

Kelly Sparks, Davis County Sheriff

Staff Present

Danielle Davis, UCIP Accounting Specialist

Aly Michale, UCIP Executive Administrative Specialist

Johnnie Miller, UCIP Chief Executive Officer

Open Meeting

William Cox called the telephonic meeting of the Utah Counties Indemnity Pool's Board of Directors to order at 3:05 p.m. on July 23, 2026.

Review/Excuse Board Members Absent

Lee Perry made a motion to excuse Christopher Crockett, Victor Iverson, Greg Miles, Kelly Sparks and Marla Young from this meeting. Bob Stevenson seconded the motion, which passed unanimously. Crockett, Iverson and Young joined the call minutes later.

Review/Approve Utah Association of Counties Strategic Affiliate Agreement

William Cox informed the Board that he and Johnnie Miller previously met with Utah Association of Counties (UAC) CEO, Brandy Grace, and General Counsel, Eric Clarke to discuss a partnership agreement for the companies. Clarke drafted an agreement summarizing the partnership terms, which was signed by Grace on July 9, 2026 and sent to the Board for review (see attachment one).

Johnnie Miller reviewed all sections of the agreement with the Board and believes that the requested compensation of 1.25% of UCIP's annual member contributions each year is fair and on par, with other county associations and pools. Miller also noted that with the effective date of July 1, 2026, Grace has only asked for half of the 1.25% of the annual member contributions for the current year, a total of \$56,728. Christopher Crockett added that he has worked with Clarke in the past and believes this is a great agreement and would be good for the Pool. Victor Iverson, Lee Perry, and David Tebbs all agreed it will be good to have in place. Sim Weston asked if Miller was concerned about any parts of the agreement. Miller stated that he is not and acknowledged that UAC has already signed the agreement. Lee Perry made a motion to approve and sign the Strategic Affiliation Agreement between UAC and UCIP. Victor Iverson seconded the motion, which passed unanimously.

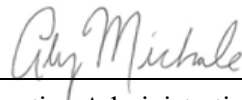
Other Reports

Johnnie Miller gave the Board an update about migrating to the new payroll system, ADP. Since the Board approved moving from QuickBooks to ADP for payroll services at the June 4, 2026 meeting, UCIP has had multiple issues with errors on deductions and Miller does not feel confident that ADP can facilitate the Pool's needs as was initially thought and plans to move back to QuickBooks. Miller informed the Board that Danielle Davis and he are looking into whether the desktop or online version of QuickBooks will work best for the Pool. Miller will update the Board at the August meeting.

The next meeting of the Board of Directors will be held Thursday, August 28, 2026 at 9:00 a.m. at the UCIP office, 5965 S. 900 E., Suite 150, Murray, UT.

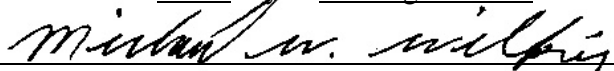
William Cox adjourned the Utah Counties Indemnity Pool Board of Directors Meeting at 3:28 p.m. on July 15, 2026.

Prepared by:



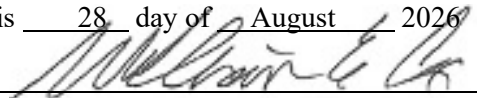
Aly Michale, UCIP Executive Administrative Specialist

Submitted on this 28 day of August, 2026



Michael W Wilkins, Secretary/Treasurer

Approved on this 28 day of August, 2026



William Cox, President

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Notice Added

Notice Added Successfully

Your notice has been created successfully.

General Information

Government Type:

Interlocal

Entity:

Utah Counties Indemnity Pool

Public Body:

Board of Directors

Notice Information

Emergency Notice:

No

Notice Title:

Telephonic Special Meeting of the Board

Notice Type(s):

Notice

Event Start Date & Time:

July 15, 2026 03:00 PM

Description/Agenda:

1. Open Meeting
2. Review/Excuse Board Members Absent
3. Review/Approve Utah Association of Counties Strategic Affiliate Agreement
4. Other Reports

Notice of Special Accommodations (ADA):

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Aly Michale at the Utah Counties Indemnity Pool, 5965 South 900 East, Murray, UT 84121-1868, 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.

Send copy of notice to:

amichale@ucip.utah.gov

Meeting Information

Street Address:

5965 S 900 East

Street Address, Line 2:

Suite 150

City:

Murray

ZIP Code:

84121

Download Attachments

File Name	Category	Date Added
260715 Agenda.pdf	Other	2026/07/14 10:39 AM

Download Attachments

AGENDA

Utah Counties Indemnity Pool Board of Directors Telephonic Conference

Tuesday, July 15, 2025 3:00 p.m.

- | | | |
|----|---|----------------|
| 1. | Open Meeting | William Cox |
| 2. | Review/Excuse Board Members Absent | William Cox |
| 3. | Review/Approve Utah Association of Counties Strategic Affiliate Agreement | Johnnie Miller |
| 4. | Other Reports | William Cox |

Electronic Meeting Notice: 681-999-0167 Participant Passcode: 675642
Anchor Location: 5965 S. 900 E. Suite 150, Murray, UT

STRATEGIC AFFILIATION AGREEMENT

Between

Utah Association of Counties (UAC)

and

Utah Counties Indemnity Pool (UCIP)

Effective Date: July 1, 2026

RECITALS

WHEREAS, UAC and UCIP have a unique, decades-long relationship dedicated to serving Utah counties.

WHEREAS, UAC was instrumental in the creation and early administration of UCIP.

WHEREAS, both organizations exist to strengthen county government and improve services to county officials and taxpayers.

WHEREAS, the Parties are mission-aligned organizations whose success is mutually beneficial.

WHEREAS, pursuant to this Agreement, the Parties will preserve their independent governance while working cooperatively for the benefit of Utah counties.

WHEREAS, the parties desire to establish a strategic affiliation, in lieu of the sponsorship relationship that has existed for several years, and formally collaborate in advocacy, education, leadership development, conferences, communications, and strategic initiatives.

ARTICLE I – STRATEGIC AFFILIATION

- 1.1 UCIP shall be recognized as UAC's Premier Strategic Affiliate.
- 1.2 UAC shall consult with UCIP on matters affecting county risk management, insurance, public safety, liability, cybersecurity, and governmental operations.

ARTICLE II – LEGISLATIVE ADVOCACY

- 2.1 UCIP shall have the opportunity to participate in UAC legislative planning meetings and policy discussions related to issues affecting its mission.
- 2.2 UAC will provide UCIP legislative tracking, bill updates, policy briefings, and opportunities to participate in legislative strategy discussions.

- 2.3 UAC will legislatively advocate for bills or policies affecting county risk management and governmental liability when the Parties' positions align.
- 2.4 UCIP shall provide technical expertise, testimony, and policy analysis to assist in legislative advocacy at its discretion.

ARTICLE III – CONFERENCES, EVENTS, AND EDUCATION

- 3.1 At its major conferences, UAC shall provide to UCIP:
 - Premier exhibit space and complimentary registrations at major UAC conferences,
 - First opportunity for sponsorships, branding, and educational sessions, and
 - Recognition during general sessions and conference materials.
- 3.2 Generally, UAC shall recognize UCIP as the preferred provider of risk management education.

ARTICLE IV – COMMUNICATIONS & CORPORATE PARTNERSHIP

- 4.1 UCIP shall automatically receive from UAC all benefits associated with UAC's highest corporate partnership level including, but not limited to, promotion through newsletters, website, social media, member alerts, publications, directories, and other communications.
- 4.2 The Parties, at their individual discretion, shall conduct joint marketing initiatives and coordinated messaging when appropriate. Neither Party shall conduct marketing activities that detrimentally impact the other Party.

ARTICLE V – MEMBER SERVICES & COLLABORATION

- 5.1 The Parties shall collaborate on emerging issues affecting counties.
- 5.2 The Parties may jointly carry out educational programming, webinars, leadership development, regional training, and resource development.
- 5.3 The Parties may create and dissolve joint workgroups. Before creating a workgroup, the Parties shall agree on the group's composition and a timeframe for how long it will exist. Any workgroup shall be dissolved at the request of either Party.

ARTICLE VI – COMPENSATION

- 6.1 In recognition of the strategic services provided by UAC, UCIP shall provide annual financial support that is 1.25% of UCIP's annual member contributions from the current year.

- 6.2 By September 30 of each year, UCIP shall provide UAC an estimate of the annual financial support for the next calendar year.
- 6.3 By January 31 of each year, UCIP shall provide UAC the figure for the amount of annual financial support it will pay that calendar year and an accounting showing how the figure was calculated.
- 6.4 By February 15 of each year, UAC shall provide an invoice to UCIP for the annual financial support.
- 6.5 By March 1 of each year, UCIP shall provide UAC payment for the full amount of the annual financial support.
- 6.6 For the calendar year 2026, the annual financial support shall be the equivalent of half of the amount if this Agreement had been in place on January 1. The Parties shall work together to provide the figure and invoice and timely pay this amount within 30 days of the Effective Date.
- 6.7 Upon request, UAC shall be given access to UCIP's financial records.

ARTICLE VII – STRATEGIC AFFILIATION REVIEW

- 7.1 At least once each year, the executives of the Parties, and any staff invited by the respective executive, shall meet to review strategic affiliation outcomes including accomplishments, legislative outcomes, educational programming, member engagement, communications, and financial support.
- 7.2 The Parties shall jointly complete an annual partnership report summarizing outcomes and priorities and present it to their respective governing bodies.

ARTICLE VIII – TERM & TERMINATION

- 8.1 Term. The term of this Agreement shall be from the Effective Date through December 31, 2031.
- 8.2 Renewal. Unless one Party gives notice prior to the end of the term, this Agreement will automatically renew for an additional five-year term. There is no limit on the number of times the Agreement may renew.
- 8.3 Termination. During the Term, either Party may terminate the Agreement for any reason upon (30) days written notice. If UCIP terminates this Agreement without cause, no portion of the annual payment made before the termination is refundable. For purposes of this paragraph, “without cause” means that the non-terminating Party has not materially breached the Agreement, or, if it has, it timely cured the breach as provided herein.
- 8.4 Breach. If either Party believes the other has materially breached its obligations under this Agreement, it shall provide written notice to the other Party of the

alleged breach and allow that Party 30 days to cure the breach. If the other Party does not cure the breach, the non-breaching Party may terminate this Agreement immediately through written notice to the other Party. If any legal proceedings occur because of an alleged breach by one of the Parties, the prevailing Party is entitled to an award of all reasonable expenses and fees (including reasonable attorney fees) it incurred because of the breach or the allegation of breach.

ARTICLE IX – GENERAL PROVISIONS

- 9.1 Conflicts of Interest. The Parties acknowledge that officers of UCIP may also serve as officers of UAC. Additionally, officers of UAC may be from counties that are members of UCIP and not fully supportive of UCIP decisions regarding claims made against their county. Also, UAC officers may be from counties that are not members of UCIP. None of these or other scenarios that arise from such individuals serving in multiple roles shall give rise to a conflict of interest that would, in any way, impede the enforceability of this Agreement.
- 9.2 Authority. Each person signing below represents and warrants that they are authorized to execute this Agreement for and on behalf of the Party for whom they are signing and that such Party shall be bound in all respects hereby.
- 9.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the subject matter hereof, and there are no representations, warranties, or agreements, or any conditions or contingencies, whether express or implied, or oral or written, except as set forth herein. This Agreement may be modified only in a writing executed by the Parties.
- 9.4 Assignment. No assignment or delegation of this Agreement or of any of the rights or obligations hereunder by any Party hereto shall be valid without the prior written consent of the other Party.
- 9.5 Governing law. This Agreement shall be governed by the laws of the State of Utah. Any litigation arising out of this Agreement shall be conducted in applicable courts in Utah, and the Parties expressly agree and consent to such jurisdiction and venue.
- 9.6 No interpretation against drafter. This Agreement shall be construed as if equally drafted by the Parties, and no rules of strict construction against any Party shall be applied.
- 9.7 Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision(s) shall be limited or eliminated only to the extent necessary to remove such invalidity, illegality, or unenforceability, and the other provisions of this Agreement shall not be affected thereby.
- 9.8 Notice. All written notices or communications required or permitted to be given under this Agreement shall be sufficient if delivered personally, via email, via

facsimile, or mailed postage prepaid by first class, registered or certified mail posted in the United States and addressed to the current CEO or their equivalent of each Party. Such notices or communications shall be treated as being effective when delivered, if delivered personally, by email or by facsimile. If sent by mail, they shall be treated as being effective at the earlier of actual receipt or seventy-two (72) hours after the same has been deposited in a regularly maintained receptacle for the deposit of United States mail.

SIGNATURE BLOCK

UTAH ASSOCIATION OF COUNTIES

UTAH COUNTIES INDEMNITY POOL



Brandy Grace, CEO

Johnnie Miller, Executive Director

Date: July 9, 2026

Date: _____