UAC INSURANCE MUTUAL

AMENDED

Board of Trustees Meeting

Thursday, March 13, 1997, 9:00 a.m.
UAC Offices,
4021 South 700 East, Suite 180, Salt Lake City

A G E N D A

9:00	Call to Order	Gary Herbert
	Review of Board Members Absent	Gary Herbert
	Approval of February 13, and March 10, 1997, Minutes	Gary Herbert
	Coverage Agreement	Brett Rich
	Amendments to Interlocal Cooperation Agreement and Bylaws or the UACIM	Brett Rich
	Reallocation of Risk Management Program 2% Credit	Brett Rich
	Purchase of Marshall & Swift Software	Brett Rich
	Director's Report	Brett Rich
	Broker's Report	John Chino
12:00	Lunch Break	
	Summary of Loss Prevention Activities	David Nelson
	Summary of January 1997 Financial Statements	Brett Rich
	Set Date and Time for Closed Meeting to Discuss Pending or Reasonably Imminent Litigation	
	Set Date and Time for Closed Meeting to Discuss the Character, Professional Competence, or Physical or Mental Health of an Individual	
1:00	Adjourn	

UTAH ASSOCIATION
OF COUNTIES
INSURANCE

UACIM BOARD OF TRUSTEES MEETING

MINUTES

March 13, 1997, 9:00 a.m., UAC Offices, Salt Lake City

Board Members Present:

Gary Herbert, *President*, Utah County Commissioner
Gerald Hess, *Vice President*, Davis County Deputy Attorney
Monte Munns, *Secretary*, Box Elder County Assessor-Treasurer
Sid Groll, *Comptroller*, Cache County Sheriff
Curtis Dastrup, Duchesne County Commissioner
Tony Dearden, Millard County Commissioner
Ty Lewis, San Juan County Commissioner
Sarah Ann Skanchy, Cache County Council Member
Gary Sullivan, Beaver County Commissioner

Others Present:

Kent Sundberg, Board Advisor, Utah County Deputy Attorney
Brett Rich, Director, UACIM
Sonya White, UACIM Administrative Assistant
David Nelson, UACIM Loss Prevention Manager
Brent Gardner, UAC Executive Director
Doug Alexander, McLarens Toplis Claims Manager
John Chino, GRMS Account Executive

CALL TO ORDER

Gary Herbert called the meeting to order and welcomed those in attendance.

REVIEW OF BOARD MEMBERS ABSENT

Gary Sullivan was absent from the February 13, 1997 meeting. He explained that he was in Nevada on that date.

APPROVAL OF FEBRUARY 13, AND MARCH 10, 1997, MINUTES

The minutes from the Board of Trustees meeting on February 13 and the telephonic conference on March 10, 1997, were previously sent to the Board Members for review. Monte Munns made a motion to approve the minutes as written. Gerald Hess seconded the motion and the motion passed unanimously.

COVERAGE AGREEMENT

Pursuant to the Boards request, during the March 10, 1997, telephonic conference, Brett Rich reviewed the statutory definition of "volunteer", referred to on page seven, section six of the Coverage Agreement. The Board was concerned whether "remuneration" would allow for volunteers to be compensated for expenses they incur. The statutory definition of volunteer means: *an individual under authorization from the member who renders service to the member and its programs without receiving remuneration of any kind.* The definition of volunteer in the Volunteer Government Workers Act, Utah Code Annotated 67-20-1(3a), volunteer means: *any person who donates service without pay or other compensation except expenses actually and reasonably incurred as approved by the supervising agency.* To clarify the section, Brett recommended that "remuneration" should be substituted with "compensation". Also, at the request of the Insurance Department, Brett recommended that a form number be listed at the bottom left corner of the document, i.e., UACIM-97.100. Sarah Ann Skanchy made a motion to approve the Coverage Agreement as amended. Sid Groll seconded the motion and the motion passed unanimously.

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Murray
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AMENDMENTS TO INTERLOCAL COOPERATION AGREEMENT AND BYLAWS OF THE UACIM

Prior to the amendments being discussed, Gerald Hess explained that during the March 10, 1997, telephonic conference, the Trustees discussed whether UACIM is considered a "corporate entity" or an "interlocal cooperation". He wrote a letter to Susan Griffiths in 1990 requesting a response to this question. She responded that: *The Utah*

Insurance Code defines a public agency insurance mutual as an entity formed by joint venture or interlocal agreement by two or more political subdivisions or public agencies in the state for the purpose of providing insurance coverage for the political subdivisions or political agencies. It further provides that any public agency insurance mutual created under this title, and chapter 13 title 11 the Interlocal Cooperation Act, is considered to be a governmental entity and a political subdivision of the state with all the rights, privileges and immunities of a governmental entity or political subdivision of the state. Forgoing language expressly contemplates a public agency insurance mutual being formed under both the insurance code (hereafter code) and the Interlocal Cooperation Act. We know of nothing which would prevent bylaws from also serving as an interlocal agreement and have sought to insure the content and method of adoption of the cooperate bylaws of the mutual comply with all the applicable requirements of the Utah Insurance Code and the Utah Interlocal Cooperation Act. Brett Rich explained that pursuant to Utah Code Annotated 31A-5-215, UACIM is a political subdivision of the state clearly intended as a interlocal cooperation but also, pursuant to the Articles of Incorporation section 3.2, *operate a public agency insurance mutual as a non-profit corporation.* Therefore, the Board agreed that the Interlocal Cooperation Agreement will serve as a charter document amended only by the members, and the bylaws, subject to amendments by the Board of Trustees, will govern the company.

Brett explained that a copy of the draft Interlocal Agreement was sent to each member county for review prior to the April Membership Meeting. Brett reviewed additional amendments to the Agreement: 1) A new Section Two was added, Creation of a Separate Legal Entity: *The parties to this agreement through their respective governing bodies and pursuant to the provisions of Utah Code Annotated 11-13-5 hereby create a legal entity known as Utah Association of Counties Insurance Mutual to provide the services described herein.* And 2) Minor spelling and grammatical changes in Section Three and Five. Ty Lewis made a motion to strike *composed of nine persons* in Section Six, first paragraph. Tony Dearden seconded the motion and the motion passed with Gerald Hess dissenting. The Board agreed to strike the last paragraph in Section Nine. Ty Lewis made a motion to amend Section 12 to read: Termination or Withdraw of Participation and strike Section 8.2 and 9.5 of the Bylaws and move these Section into Section 12 of the Interlocal Agreement. Gerald Hess seconded the motion and the motion passed with Tony Dearden dissenting and Sid Groll abstaining. Monte Munns made a motion to present the amended Interlocal Cooperation Agreement to the members at the upcoming meeting on April 9, 1997. Curtis Dastrup seconded the motion and the motion passed unanimously.

Brett explained that the amendments to the Bylaws are: 1) changes necessary to separate the Bylaws from Interlocal Cooperation Agreement, 2) organizational, and 3) substantive changes in Section 2.7, 3.1, 5.2, 6.1 and 8.1. Gerald Hess made a motion that the language in Article 8.1 should include that the ninetieth day written notice is a "drop dead" date so that the UACIM has a membership commitment 90 days prior to renewal. Ty Lewis seconded the motion and the motion passed with Sarah Ann Skanchy dissenting. The Board noted that Article 4.2 allows the Board to admit counties, including former members, to the Mutual subject to the conditions the Board may require. Pursuant to Article 8.2, the Board directed Brett, Sonya White and John Chino to determine the equity each member county has in UACIM and to draft an equity plan to be presented to the Board at the next meeting. Article 7.3 states: *Any refund of surplus monies shall be consistent with policies adopted by the Board.* Therefore, the Board should adopt a policy statement. Ty Lewis made a motion to adopt the amended Bylaws as discussed and present them to the members at the upcoming membership meeting on April 9, 1997. Monte Munns seconded the motion and the motion passed unanimously.

REALLOCATION OF RISK MANAGEMENT PROGRAM 2% CREDIT

Brett Rich reported that pursuant to the February 13, 1997, Board meeting, the Board approved to move the *timely submission of renewal materials* from an item that receives a 2% credit to a prerequisite under the Risk Management Program. Therefore, the 2% credit needs to be reallocated to another section. Brett recommended that the 2% credit be added to Law Enforcement (the Mutual's largest area of loss) Section 5.2. which reads: *All sheriffs office personnel receive annual training on all policies referenced in Section 5.1 and on all office approved weapons.* Sid Groll made a motion to reallocate the 2% credit to Section 5.2. Tony Dearden seconded the motion and the motion passed unanimously.

PURCHASE OF MARSHALL & SWIFT SOFTWARE

Pursuant to the February 13, 1997, the Board directed Brett Rich to get information regarding the purchase of Marshall & Swift appraisal software. Brett reported that Sonya White provided him with a cost of $560.95 for the Commercial Estimator program and the Marshall Valuation Service manual, with an annual renewal of $511.00. Brett explained that he will be making a presentation to the Assessors during the Annual Multi County Appraisal Trust meeting on April 9, 1997, concerning the reappraisal and replacement cost values of county owned properties. Sid Groll made a motion to purchase the software in order to assist the member counties in the reappraisal of their county owned properties. Monte Munns seconded the motion and the motion passed unanimously.

DIRECTOR'S REPORT

Nurses Coverage Brett Rich explained that it has come to his attention that UACIM has exposure in the area of professional medical— nurses in jails, health department, well-child clinics, etc. The Insurance Code defines lines of professional insurance as "professional, excluding medical malpractice", and "professional liability, including medical malpractice". After the Insurance Department's examination, UACIM is currently presumed to be writing professional without medical malpractice. UACIM's prior policy had limited coverage for nurses for liability created as a result of their profession that did not rise out of medical malpractice. Due to incorrect renewal information, Brett was concerned that UACIM's current policy does not include coverage for nurses. Therefore, Brett called Rich Stokluska and requested that coverage be bound retroactive to January 1, 1997. The cost of this coverage is $2,000. Tony Dearden made a motion to ratify Brett's action to bind coverage. Gary Sullivan seconded the motion and the motion passed unanimously.

Claims Oversight Brett explained that the Brokerage fee included $5,000 for oversight and an audit by Gallagher/Bassett. Great American insisted on this audit because the Board was considering the option of taking claims administration in-house. Since UACIM has contracted with McLarens Toplis for claims administration, Great American has decided not to require the Gallagher/Bassett audit. Curtis Dastrup made a motion to cancel the service by Gallagher/Bassett. Ty Lewis seconded the motion and the motion passed unanimously

BROKER'S REPORT

John Chino reviewed with the Board two Broker Review and Fee Calculation Breakdown schedules. Pursuant to the Board's request during contract negotiations, John is disclosing all, if any, commissions received from the fees paid by UACIM. The first schedule showed the premium for the excess insurance, the second schedule showed the premiums for additional coverages requested by the Board and its members.

SUMMARY OF LOSS PREVENTION ACTIVITIES

David Nelson reported the he has met with the three member counties who were not in compliance with the random drug testing law. As of today, only one county is still in the process of complying. David reviewed his written report with the Board which included: 1) the inspection of the new Duchesne County Public Safety Facility which in under construction, 2) recommendations to Uintah County regarding the exemption of their law enforcement personnel from the use of safety restraints, 3) recommendations to Piute County regarding compliance to the Utah Building Code in their new County Courtroom, 4) copy of a confirmation letter to schedule inspections, conduct defensive driving training and review policy and procedures during the county's risk review, 5) training conducted in Duchesne County in the area of sexual harassment, 6) assistance with the Easter Seal Society training conducted in the area of ADA Title II on June 5, 1997, 7) inspection of Delta Swimming Pool facility and the installation of a slide, 8) members concerns regarding their liability involving the flood potential this year, and 9) training in the process of being scheduled in the area of law enforcement driver training and operational procedures.

Item 4 The Board suggested that David take a copy of the county's policies with him during his risk review.

Item 7 Tony Dearden noted that Commissioner Lana Moon has indicated that she is against the installation of a slide due to the cost and liability to the County.

Item 8 Emery County was concerned about going onto private property to prevent flooding. Brett and David's consensus was to encourage the counties not to go on private property if possible, if not possible, then request a hold-harmless agreement to be signed by the property owner.

SET DATE AND TIME FOR CLOSED MEETING

Sarah Ann Skanchy made a motion to set the date and time for a closed meeting to begin at 1:00 p.m. on March 13, 1997, to discuss pending or reasonably imminent litigation. Curtis Dastrup seconded the motion and the motion passed unanimously.

Monte Munns made a motion to conclude the closed meeting at 1:30 p.m. on March 13, 1997. Curtis Dastrup seconded the motion and the motion passed unanimously.

Sarah Ann Skanchy made a motion authorizing settlement up to $17,116.40 actual cash value or $65,382.32 replacement cost, if applicable, on claim number 801UIN978066. Gerald Hess seconded the motion and the motion passed unanimously.

Gerald Hess made a motion authorizing $100,000 for settlement of claim 801CAC937010. Monte Munns seconded the motion and the motion passed with Sid Groll abstaining.

SUMMARY OF JANUARY 1997 FINANCIAL STATEMENTS

Brett Rich explained that prior to preparing the January 1997 financial statements, Squire & Company completed the Annual Statement which was due March 1, 1997, and delivered to the Insurance Department and the National Association of Insurance Commissioners (NAIC) on that date. Because of the process involved in preparing the Annual Statement, Squire is late in preparing the financial statement for January. Upon Brett's initial review of the financials, he found a few inaccuracies—mainly in the notes—that needed to be corrected. Brett reviewed the corrected financials with the Board and explaining one new line item on the *Schedule of Income and Surplus per Policy Year* for the unallocated loss adjustment expenses. When Aon prepared the financials, they lumped the unallocated loss adjustment expenses with the incurred but not reported line item.

In addition to the receipt of the financial statements, the Board received a copy of the Management Discussion and Analysis as well as the Actuarial Opinion from Coopers and Lybrand. Coopers and Lybrand opines that UACIM's reserves for claims are within a reasonable range.

Brett reviewed the monthly loss charts showing the total incurred comparison at 11 and 25 months progression.

OTHER BUSINESS

Brent Gardner and Brett Rich suggested to the Board the possibility of hiring an independent third party expert to evaluate the UACIM program and compare it to competing carriers. After discussion the Board agreed that if UACIM continues to offer and provide the best coverages and services for the money then the UACIM program will sell itself.

The Board reviewed a "thank you" card received from Ken Brown.

The Board discussed the liability of tenants in county owned buildings. The Board directed Brett to send out a notice to each member county regarding tenant agreements.

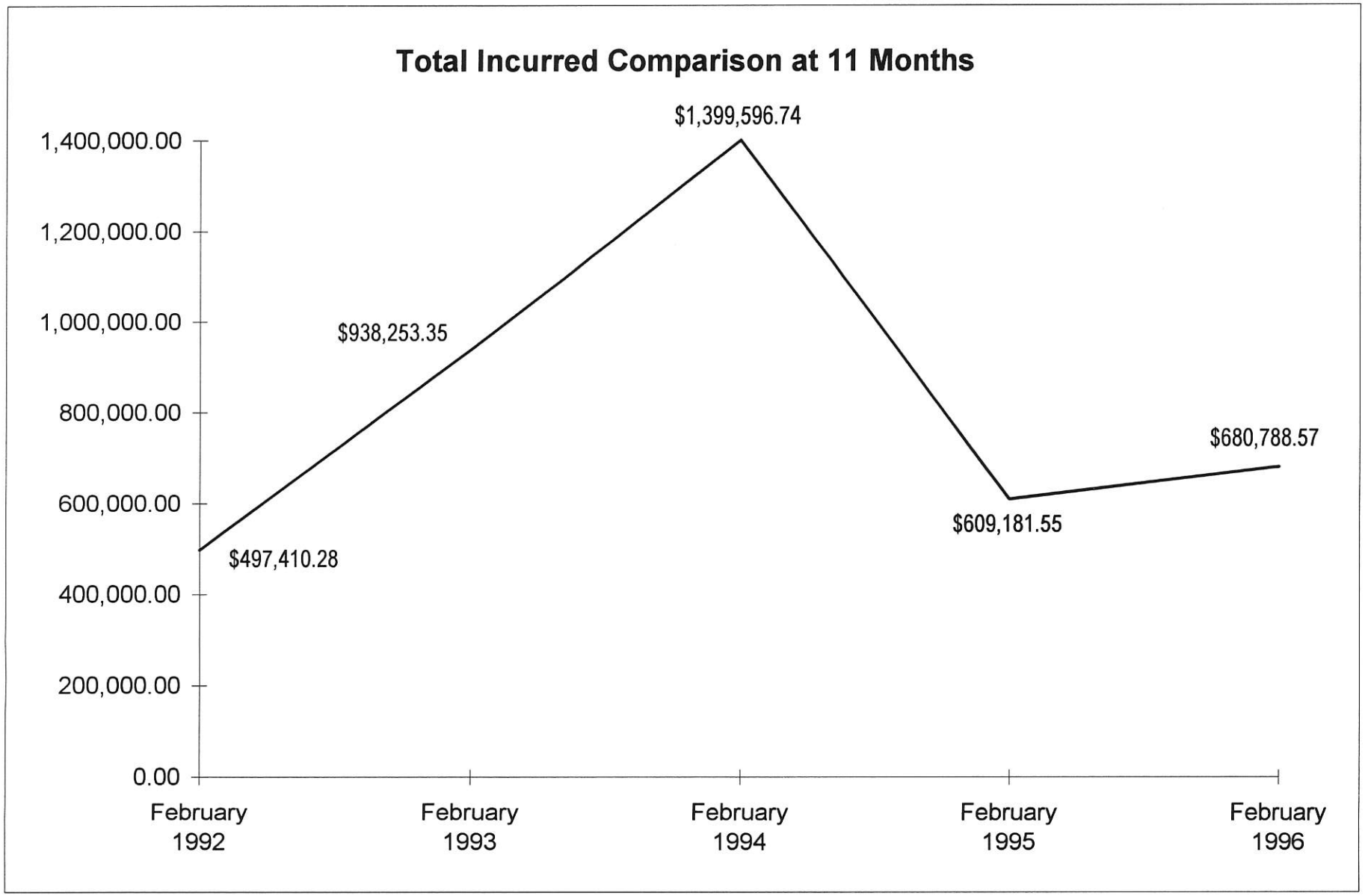
The Board directed that all monthly agendas for the UACIM Board of Trustees meetings should include the item: *Action on Litigation Matters.*

Kent Sundberg explained to the Board that he will be unable to participate at the April Membership Meeting.

Brent Gardner explained that in a meeting of the National Association of Counties (NACo) last month, the director requested that all the states that participated in the formation of a reinsurance pool ask their Board of Trustees for additional funds to pay the debt incurred by hiring a consultant who assisted in this process. UACIM participated in the first step of this process but then later decided the reinsurance pool would not benefit the Mutual at that time. UACIM was assessed $4,000 to help pay for the consultant. Because the consultant hired was Armtech, the Board opted to only pay $1,000. Ty Lewis made a motion to pay NACo an additional $1,000 as final payment from UACIM. Sarah Ann Skanchy seconded the motion and the motion passed with Sid Groll and Gerald Hess dissenting.

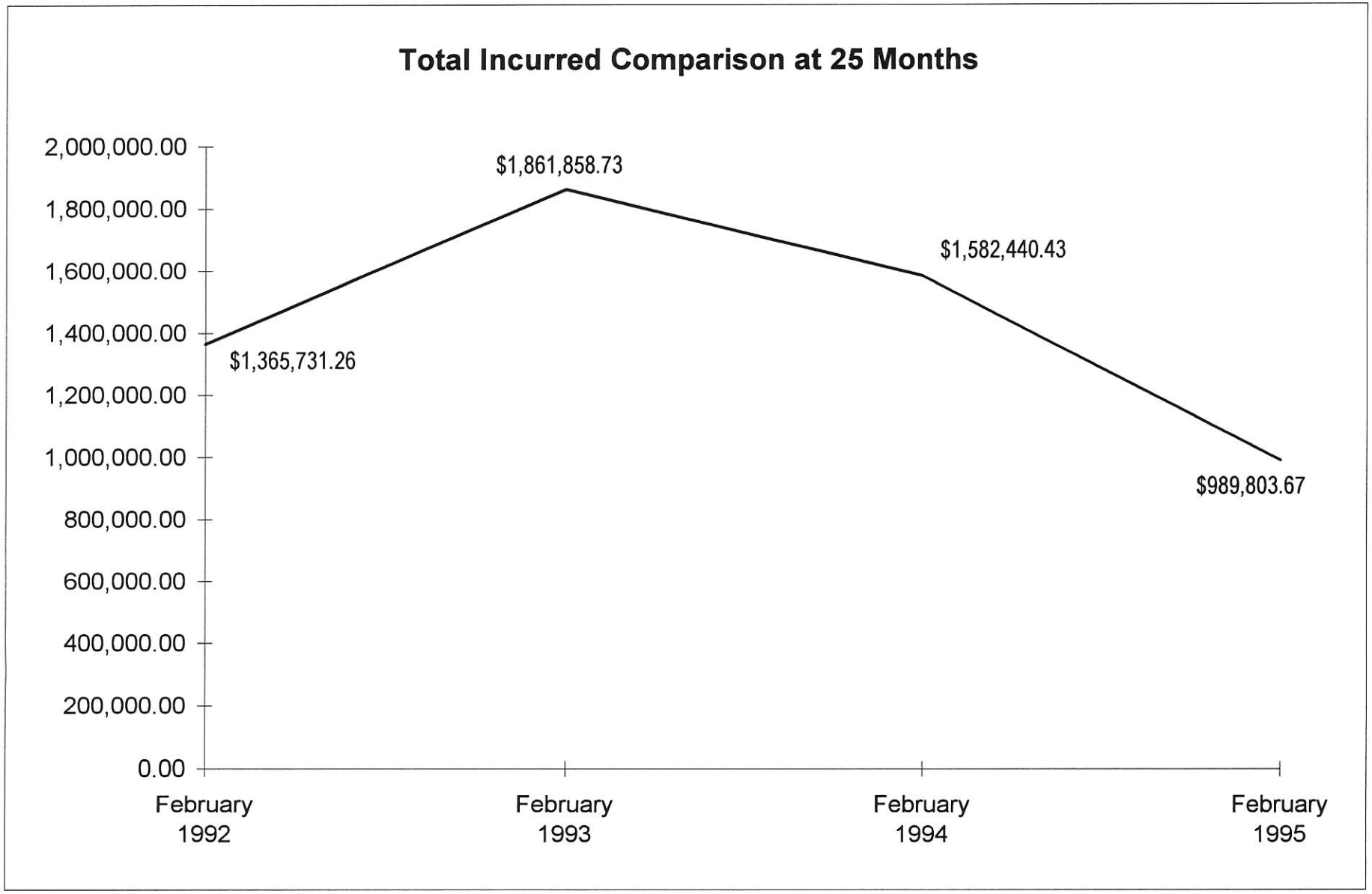
The next meeting of the Board of Trustees will be held May 8, 1997, at 9:00 a.m. in the UAC offices.

UAC Insurance Mutual



3/12/97

UAC Insurance Mutual



3/12/97

AMENDED BYLAWS ~~AND INTERLOCAL COOPERATION AGREEMENT~~ FOR THE UTAH ASSOCIATION OF COUNTIES INSURANCE MUTUAL

These Amended Bylaws are adopted ~~and this Amended Interlocal Cooperation Agreement is made~~ and entered into by and among ~~Utah counties which become~~ members of the Utah Association of Counties Insurance Mutual, each of which hereby agrees to abide by the terms and conditions of these Amended Bylaws ~~and of this Amended Agreement~~ and all actions taken pursuant hereto.

ARTICLE 1 Authority.

~~1.1 The Utah Insurance Code, Utah Code Ann. Title 31A, et seq., as amended, the Interlocal Co-operation Act, Utah Code Ann. §11-13, et seq., as amended, and the Governmental Immunity Act, Utah Code Ann. §63-30, et seq, as amended, authorize these Bylaws and this Agreement and the powers commonly held and to be jointly exercised by Utah counties which are or become members of the Utah Association of Counties Insurance Mutual.~~

1.1 These Bylaws are amended pursuant to the provisions of Section 4 of the Amended Interlocal Cooperation Agreement.

ARTICLE 2 Definitions.

As used in this Agreement, the following terms shall have the meaning hereinafter set out:

2.1 Administrator. Utah Association of Counties

2.2 Agreement. The ~~Bylaws and~~ Amended Interlocal Cooperation Agreement for ~~the~~ Utah Association of Counties Insurance Mutual.

2.3 Articles. The Articles of Incorporation of the Mutual.

2.4 Board of Trustees or Board. The Board of Trustees of the Mutual.

2.5 Bylaws. The Amended Bylaws ~~and Interlocal Cooperation Agreement~~ for ~~the~~ Utah Association of Counties Insurance Mutual.

2.6 Code. The Utah Insurance Code, including Utah Code Ann. Title 31A, as amended from time to time.

2.7 Member. A Utah county which ~~enters into this Agreement and becomes member of the Mutual.~~ is a party to the Amended Interlocal Cooperation Agreement.

2.8 Mutual. ~~The~~ Utah Association of Counties Insurance Mutual.

2.9 Representative. The person designated pursuant to ~~Section~~ Article 11.1b to be a member's

official representative for the purposes of the Mutual.

2.10 Trustee. A person serving ~~in~~ on the Board.

~~**ARTICLE 3. Purposes.**~~

~~3.1 The purposes of these Amended Bylaws are to:~~

~~a. Comply with the Code and other applicable laws of the State of Utah.~~

~~b. Ratify the previous formation of a group-funded Mutual to fund through joint self-insurance, reinsurance, excess insurance, or other lawful manner, certain liabilities of member Utah counties, as permitted by the Code and determined by the Board, with the powers set forth in these Bylaws.~~

~~c. Provide, through the Mutual, certain claims and risk management services related to the liabilities so funded, and assist members in reducing and preventing such liabilities.~~

~~d. Provide other services and functions as permitted by law and the Articles of Incorporation of the Mutual.~~

~~3.2 These Amended Bylaws also constitute an Amended Interlocal Cooperation Agreement among those Utah counties which are, or shall become, members of the Mutual.~~

ARTICLE ~~4~~ 3. Mutual.

~~4~~3.1 The Mutual is a public agency insurance mutual and a political subdivision of the State of Utah as provided by law. The Mutual shall continue in effect for a period of fifty years from the date of the original agreement, or until dissolved in accordance with ~~these Bylaws.~~ the Amended Interlocal Cooperation Agreement.

~~4~~3.2 The Mutual is formed, financed, organized, and shall operate in accordance with the Amended Interlocal Cooperation Agreement, the provisions of these Bylaws and the Articles of Incorporation of the Mutual.

~~4~~3.3 The Mutual may sue and be sued, complain and defend, in its corporate name.

~~4~~3.4 The Mutual is not an assessable mutual.

~~4.5 In accordance with the provisions of the Interlocal Co-operation Act, of the State of Utah, this Agreement shall be submitted to an attorney authorized by each county entering into the agreement to determine that the provision of services is authorized under the applicable laws of Utah and approve if it is in proper form and compatible with the laws of Utah, and to such other state officers encompassed by this Agreement as may be required by the Interlocal Cooperation Act or other laws of this state, and to the Commissioner of Insurance as part of the application~~

~~and certification process to establish a public agency insurance mutual under the Code. Any county which enters into this Agreement shall file a copy of the Agreement with its keeper of records in accordance with the provision of Utah Code Ann. §11-13-10 (1996), and amendments thereto.~~

~~4.6~~3.5 These Amended Bylaws may be amended and shall continue in effect for a period of fifty years from the adoption date of the original Bylaws, at which time, ~~it~~ they shall terminate unless renewed as permitted by law, or until earlier dissolved as provided herein.

3.6 The Mutual shall have all powers necessary or desirable to achieve the purposes of the Mutual as set forth in the Amended Interlocal Cooperation Agreement, the Articles of Incorporation and these Amended Bylaws.

ARTICLE ~~5~~ 4. Members.

~~5~~ 4.1 Membership in the Mutual is limited to those counties which are members of the Utah Association of Counties and which properly enter into the Amended Interlocal Cooperation Agreement. ~~these Amended Bylaws.~~

~~5~~ 4.2 Counties, including former members, may be admitted to the Mutual after its formation only upon approval of the Board and subject to the conditions set out in ~~this~~ the Agreement, these Bylaws and such additional conditions as the Board may from time to time require.

~~5~~ 4.3 The members shall have the power to:

a. Elect Trustees pursuant to Article 6.

b. Remove any Trustee from the Board by a two-thirds vote of the members present at a meeting.

c. Voluntarily dissolve the Mutual, but only at a meeting at which a majority of all members, whether present at the meeting or not, vote in favor of the dissolution;

d. Amend the Bylaws by a two-thirds vote of the members present at a meeting. Written notice of any proposed amendment shall be provided to each member at least thirty days in advance of the vote thereon.

e. Amend the Articles of Incorporation by a two-thirds vote of the members present at a meeting. Written notice of any proposed amendment shall be provided to each member at least thirty days in advance of the vote thereon.

~~5~~ 4.4 Members shall meet at least once annually. Specials meetings of the members 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 thirty percent (30%) of the members.

a. Notice of any member meeting shall be mailed by the Administrator to each member at least fifteen days in advance.

b. The President or Vice President of the Board shall preside at the meeting, or the President's designee if both the President and Vice-President are not present at said meeting.

c. A majority of the members shall constitute a quorum to do business.

d. Proxy voting shall not be allowed.

e. Each member shall be entitled to one vote, to be cast by its representative.

f. The location of meetings of members will be as determined from time to time by the Board.

~~5~~ 4.5 Members shall have the obligation to:

a. Pay promptly all premiums and other payments to the Mutual at such times and in such amounts as shall be established in accordance with these Bylaws, including any interest and penalties for late payment as may be required by a policy adopted by the Board.

b. Designate in writing a representative and one or more alternate representatives for the members' 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 of the member to be the member's official representative for the purposes of the Mutual. An alternate representative may exercise all the powers of a representative during a member meeting, in the absence of the representative.

c. Allow the Mutual and its Administrator, Director, agents, contractors, employees and officers reasonable access to all facilities and records of the member as required for the administration of the Mutual and implementation of ~~this~~ the Agreement.

d. Cooperate fully with the Mutual's attorney's and Administrator, and any other agent, contractor, employee or officer of the Mutual in activities relating to the purposes and powers of the Mutual.

e. Provide information requested by the Mutual, its Administrator, and any other agent, contractor, employee or officer of the Mutual, as reasonably required for the administration of the Mutual.

f. Allow the Mutual, and attorneys and others designated by the Mutual, to represent the member in the investigation, settlement and litigation of any claim within the scope of loss protection furnished by or through the Mutual and also to deny coverage for any claims settled by member counties or for any monies paid by member counties toward claims without the prior written approval of UACIM.

g. Follow the claims, loss reduction and prevention, and risk management policies and procedures established by the Board.

h. Report to the Mutual, in the form and within the time required by the Board, all incidents or occurrences which could reasonably be expected to result in the Mutual being required to consider a claim.

I. Report to the Mutual, in the form and within the time required by the Board, the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities.

ARTICLE ~~6~~ 5. Board of Trustees.

~~6~~ 5.1 The Board shall be composed of nine persons, elected by the members.

~~6~~ 5.2 Each Trustee shall be ~~a representative or officer~~ an elected or appointed officer or an employee of a member. At least one Trustee shall serve on the Board of Directors of the Utah Association of Counties. Three Trustees shall be representatives from first, second, or third class counties and three Trustees shall be representatives from fourth, fifth or sixth class counties, as defined in Utah Code Ann. §17-16-13. The remaining three Trustees shall be elected at large. No person convicted of a felony may serve as a Trustee.

~~6~~ 5.3 Election of Trustees shall take place at the annual meeting of the members. Elected Trustees shall assume office at the first Board meeting following their election.

~~6~~ 5.4 Terms of the Trustees shall be two-year overlapping terms. ~~, or until their successors are elected to the Board.~~

~~6~~ 5.5 A vacancy shall occur on the Board when a Trustee:

a. Submits a written resignation to the Board.

b. Dies.

c. Is no longer an elected or appointed officer or employee of a member.

d. Fails to attend three consecutive regular meetings of the Board without the Board having excused such absences except that such additional absence or absences shall be excused for temporary mental or physical disability or illness.

e. Is removed by the members pursuant to Article ~~10~~5.

f. Is convicted of a felony.

~~6~~ 5.6 Any vacancy in the position of Trustee may be filled by majority vote of the remaining Trustees 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.

~~6~~ 5.7 To the extent permitted by law, Trustees may be reimbursed for expenses incurred in the performance of their duties, as authorized by the Board.

~~6~~ 5.8 Each Trustee must be a resident of Utah. "Inside directors" may not constitute a majority of the Board, as provided by Utah Code Ann. §31A-5-407.

5.9 Subject to the limits described in Article 3.6, the powers of the Board shall include, but not be limited to, the powers to:

a. Delegate, by resolution adopted at a meeting of the Trustees and specifically defined in the written minutes of the Trustees' meetings, authority for specific functions to the Administrator, but only to the extent permitted by the Code.

b. Establish premiums, pursuant to guidelines adopted by the Board from time to time.

c. Serve as the policy-holder of any group policies or plans.

d. Determine the methods of claim administration and payment; provide for claim experience for the members collectively or separately; and establish claim procedures and conditions to be met prior to the payment or defense of a claim.

e. Jointly self-insure or obtain reinsurance or excess insurance (specific or aggregate), or any combination thereof, or otherwise provide for the funding of coverages' provided by or through the Mutual, as the Board deems appropriate.

f. Establish the duties of the Administrator and Director of the Mutual.

g. Provide for the administration of the moneys of the Mutual, for the manner of payments to the Mutual, and for payment of all expenses of the Mutual; establish standards for the accountability of all receipts and disbursements of the Mutual; and establish procedures for safekeeping, handling, and investing such monies received or paid.

h. Acquire, lease, hold, and dispose of real and personal property.

I. Exercise the full power and authority of any member of the Mutual when requested to do so by the member's governing body.

j. Provide for necessary activities to accomplish the purposes of the Mutual.

k. Do any act permitted by law and not in conflict with these Amended Bylaws, the Amended Interlocal Cooperation Agreement, or the Articles of Incorporation of the Mutual.

l. Provide for an independent audit of claim handling procedures, payments, and overall operations of the Mutual, at such times as the Board may determine.

m. Establish loss reduction, prevention and risk management policies, procedures, and

requirements for members of the Mutual.

n. Adopt and adjust the coverages provided through the Mutual in concurrence with excess insurers and/or reinsurers.

o. Enter into contracts as necessary or appropriate for the operation of the Mutual.

p. Appoint committees from time to time, as the Board considers appropriate; subject to the requirements of Utah Code Ann. §31A-5-412 (1994).

q. Approve attorneys or firms of attorneys to represent members in claims covered by or through the Mutual.

r. Obtain the services of agents, attorneys, brokers, consultants, employees, and service providers as necessary or appropriate for the operation of the Mutual.

s. Provide risk management services and educational and other programs related to risk management.

t. Exercise all powers of the mutual except those powers reserved to the members, and all powers necessary and proper for the operation of the Mutual and implementation of the Mutual, subject to the limits of the Amended Interlocal Cooperation Agreement, the Articles of Incorporation, Amended Bylaws, and the Code. The Board is responsible for all operations of the Mutual.

5.10 Subject to the limits of the Code, the Board shall:

a. Perform all duties required by the Code, the Amended Interlocal Cooperation Agreement, the Articles, and these Amended Bylaws.

b. Obtain and provide to members at least annually an audit of the finances of the Mutual performed by an independent certified public accountant.

c. Provide for at least quarterly financial statements to account for income, expenses, assets and liabilities of the Mutual.

d. Provide at least annually for an actuarial review of the Mutual.

e. Adopt a budget annually and report the budget to the members.

f. Require that fidelity bonds, in an amount to be determined by the Board, be in effect for the Administrator, claims service provider and its employees, and every other person having access to moneys of the Mutual.

g. Contract with Utah Association of Counties for administrative and management services, including a reasonable fee approved by the Board and Utah Association of Counties to cover the cost of the services so provided.

h. Appoint an Audit Committee, as provided in Utah Code Ann. §31A-5-412.

ARTICLE ~~7~~ 6. Officers, Board Meetings, Procedures.

~~7~~ 6.1 The officers of the Board shall be: president, vice-president, secretary and ~~comptroller~~ treasurer. ~~The Board shall follow the most recent edition of Roberts Rules of Order, except that the laws of the State of Utah, the Articles, and other specific provisions of these Bylaws shall prevail in the event of any conflict with Roberts Rules of Order.~~ Officers shall be elected by and from among the Trustees, 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, the Agreement and the Articles of Incorporation of the Mutual. 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 ~~may~~ shall exercise the powers of the president in the absence of the president.

~~7~~ 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 Trustees 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.

~~7~~ 6.3 Five Trustees shall constitute a quorum to do business. All actions of the Board shall require a quorum and a majority vote of the Trustees present, except where a different vote is required by these Bylaws.

~~7~~ 6.4 The Board shall adopt such procedures as it deems necessary or desirable for the conduct of its business.

~~7~~ 6.5 One or more or all Trustees may participate in any meeting of the Board by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence at the meeting.

~~7~~ 6.6 The Board shall follow the most recent edition of Roberts Rules of Order, except that the laws of the State of Utah, the Articles, and other specific provisions of these Bylaws shall prevail in the event of any conflict with Roberts Rules of Order.

~~**ARTICLE 8. Powers and Duties of the Mutual and the Board.**~~

~~8.1 The Mutual shall have all powers necessary or desirable to achieve the purposes of the Mutual as set forth in the Articles of Incorporation and these Amended Bylaws. The Board may exercise all powers of the mutual except those powers reserved to the members, and all powers necessary and proper for the operation of the Mutual and implementation of the Mutual, subject to the~~

~~limits of the Amended Interlocal Cooperation Agreement, the Articles of Incorporation, Amended Bylaws, and the Code. The Board is responsible for all operations of the Mutual.~~

~~8.2 Subject to the limits described in section 8.1, the powers of the Board shall include, but not be limited to, the powers to:~~

~~a. Delegate, by resolution adopted at a meeting of the Trustees and specifically defined in the written minutes of the Trustees' meetings, authority for specific functions to the Administrator, but only to the extent permitted by the Code.~~

~~b. Establish premiums, pursuant to guidelines adopted by the Board from time to time.~~

~~c. Serve as the policy-holder of any group policies or plans.~~

~~d. Determine the methods of claim administration and payment; provide for claim experience for the members collectively or separately; and establish claim procedures and conditions to be met prior to the payment or defense of a claim.~~

~~e. Jointly self-insure or obtain reinsurance or excess insurance (specific or aggregate), or any combination thereof, or otherwise provide for the funding of coverages' provided by or through the Mutual, as the Board deems appropriate.~~

~~f. Establish the duties of the Administrator and Director of the Mutual.~~

~~g. Provide for the administration of the moneys of the Mutual, for the manner of payments to the Mutual, and for payment of all expenses of the Mutual; establish standards for the accountability of all receipts and disbursements of the Mutual; and establish procedures for safekeeping, handling, and investing such monies received or paid.~~

~~h. Acquire, lease, hold, and dispose of real and personal property.~~

~~I. Exercise the full power and authority of any member of the Mutual when requested to do so by the member's governing body.~~

~~j. Provide for necessary activities to accomplish the purposes of the Mutual.~~

~~k. Do any act permitted by law and not in conflict with these Amended Bylaws, the Amended Interlocal Cooperation Agreement, or the Articles of Incorporation of the Mutual.~~

~~l. Provide for an independent audit of claim handling procedures, payments, and overall operations of the Mutual, at such times as the Board may determine.~~

~~m. Establish loss reduction, prevention and risk management policies, procedures, and requirements for members of the Mutual.~~

n. Adopt and adjust the coverages provided through the Mutual in concurrence with excess insurers and/or reinsurers.

o. Enter into contracts as necessary or appropriate for the operation of the Mutual.

p. Appoint committees from time to time, as the Board considers appropriate; subject to the requirements of Utah Code Ann. §31A-5-412 (1994).

q. Approve attorneys or firms of attorneys to represent members in claims covered by or through the Mutual.

r. Obtain the services of agents, attorneys, brokers, consultants, employees, and service providers as necessary or appropriate for the operation of the Mutual.

s. Provide risk management services and educational and other programs related to risk management.

t. Exercise all powers of the mutual except those powers reserved to the members, and all powers necessary and proper for the operation of the Mutual and implementation of the Mutual, subject to the limits of the Amended Interlocal Cooperation Agreement, the Articles of Incorporation, Amended Bylaws, and the Code. The Board is responsible for all operations of the Mutual.

8.3 Subject to the limits of the Code, the Board shall:

a. Perform all duties required by the Code, the Amended Interlocal Cooperation Agreement, the Articles, and the Amended Bylaws.

b. Obtain and provide to members at least annually an audit of the finances of the Mutual performed by an independent certified public accountant.

c. Provide for at least quarterly financial statements to account for income, expenses, assets and liabilities of the Mutual.

d. Provide at least annually for an actuarial review of the Mutual.

e. Adopt a budget annually and report the budget to the members.

f. Require that fidelity bonds be in effect for the Administrator, claims service provider and its employees, and every other person having access to moneys of the Mutual.

g. Contract with the Utah Association of Counties for administrative and management services, including a reasonable fee approved by the Board and the Utah Association of Counties to cover the cost of the services so provided.

h. Appoint an Audit Committee, as provided in Utah Code Ann. §31A-5-412.

ARTICLE ~~9~~ 7. Financing.

~~9~~ 7.1. All monies of the Mutual, and earnings thereon, shall be held in the name of and for the use and benefit of the Mutual.

~~9~~ 7.2 The Board shall establish member premiums pursuant to guidelines established by the Board from time to time consistent with the Code.

~~9~~ 7.3 Any refund of surplus moneys shall be consistent with policies adopted by the Board.

~~9~~ 7.4 Investments of monies of the Mutual shall be limited to those investments permitted by the State Money Management Act of 1974, Utah Code Ann. §51-7 et seq. (1994), as amended, and the Code.

~~**ARTICLE 10. Members' Powers and Meetings.**~~

~~10.1 The members shall have the power to:~~

~~a. Elect Trustees pursuant to Article 6.~~

~~b. Remove any Trustee from the Board by a two-thirds vote of the members present at a meeting.~~

~~c. Dissolve the Mutual by a majority vote of all members whether or not they are present at the meeting.~~

~~d. Amend the Bylaws by a two-thirds vote of the members present at a meeting. Written notice of any proposed amendment shall be provided to each member at least thirty days in advance of the vote thereon.~~

~~e. Amend the Articles of Incorporation by a two-thirds vote of the members present at a meeting. Written notice of any proposed amendment shall be provided to each member at least thirty days in advance of the vote thereon.~~

~~10.2 Members shall meet at least once annually. Specials meetings of the members 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 thirty percent (30%) of the members.~~

~~a. Notice of any member meeting shall be mailed by the Administrator to each member at least fifteen days in advance.~~

~~b. The President or Vice President of the Board shall preside at the meeting, or the President's designee if both the President and Vice-President are not present at said meeting.~~

~~c. A majority of the members shall constitute a quorum to do business.~~

~~d. Proxy voting shall not be allowed.~~

~~e. Each member shall be entitled to one vote, to be cast by its representative.~~

~~f. The location of meetings of members will be as determined from time to time by the Board.~~

~~ARTICLE 11. Obligations of Members.~~

~~11.1 Members shall have the obligation to:~~

~~a. Pay promptly all premiums and other payments to the Mutual at such times and in such amounts as shall be established in accordance with these Bylaws, including any interest and penalties for late payment as may be required by a policy adopted by the Board.~~

~~b. Designate in writing a representative and one or more alternate representatives for the members' 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 of the member to be the member's official representative for the purposes of the Mutual. An alternate representative may exercise all the powers of a representative during a member meeting, in the absence of the representative.~~

~~c. Allow the Mutual and its Administrator, Director, agents, contractors, employees and officers reasonable access to all facilities and records of the member as required for the administration of the Mutual and implementation of this~~ the ~~Agreement.~~

~~d. Cooperate fully with the Mutual's attorney's and Administrator, and any other agent, contractor, employee or officer of the Mutual in activities relating to the purposes and powers of the Mutual.~~

~~e. Provide information requested by the Mutual, its Administrator, and any other agent, contractor, employee or officer of the Mutual, as reasonably required for the administration of the Mutual.~~

~~f. Allow the Mutual, and attorneys and others designated by the Mutual, to represent the member in the investigation, settlement and litigation of any claim within the scope of loss protection furnished by or through the Mutual and also to deny coverage for any claims settled by member counties or for any monies paid by member counties toward claims without the prior written approval of UACIM.~~

~~g. Follow the claims, loss reduction and prevention, and risk management policies and procedures established by the Board.~~

~~h. Report to the Mutual, in the form and within the time required by the Board, all incidents or occurrences which could reasonably be expected to result in the Mutual being required to consider a claim.~~

~~i. Report to the Mutual, in the form and within the time required by the Board, the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities.~~

ARTICLE ~~12~~ 8. Withdrawal ~~of Members.~~ from the Mutual.

~~12~~ 8.1 Any member may withdraw from the Mutual, at the end of a coverage period after giving the Board timely written notice of such withdrawal, pursuant to a resolution of the member's governing body. ~~any time subsequent to written notice of withdrawal provided to the Board, by resolution of the member's governing body. The~~ Timely written notice of such withdrawal must be provided to the Board no later than the ninetieth day prior to the date the member's coverage would otherwise renew. The Board may at its sole discretion agree to permit an earlier date of withdrawal.

~~12~~ 8.2 A withdrawn member shall lose all voting rights upon the effective date of withdrawal. Any claim of title or interest to any asset of the Mutual, and any continuing obligation of the Mutual to the member or of the member to the Mutual, after the effective date of the member's withdrawal, shall be consistent with these Bylaws, the Amended Agreement and any policy adopted by the Board, and the Code.

ARTICLE ~~13~~ 9. Termination of Membership.

~~13~~ 9.1 A member which terminates its membership in the Utah Association of Counties shall not be a member of the Mutual effective as of the end of the policy period during which the termination of the membership occurred.

~~13~~ 9.2 A member which fails to pay a premium or any other payment due the Mutual shall have its membership in the Mutual terminated on the sixtieth day following the due date, unless time for payment is extended by the Board and payment is made within any extended period. A notice of failure to pay a premium or other amount due the Mutual shall be mailed to the member at least thirty (30) days prior to the date of termination. A termination of membership under this paragraph 13.2 shall not be subject to the provisions of paragraph 13.3.

~~13~~ 9.3 Any membership in the Mutual may be terminated by the Board or the members for failure of the member to carry-out any other obligation of the member, subject to the following:

a. The member shall receive notice from the Board of the alleged failure and shall be given not less than thirty (30) days in which to cure the alleged failure, along with notice that termination of membership could result if the failure is not so cured.

b. The member may request a hearing before and decision by the members on the termination. The request shall be made in writing to the Board at least five days before the end of the period given by the Board to cure the alleged failure. At such hearing, the Board shall present the case for termination of membership and the affected member may

present its case. The affected member shall not be counted in determining the number of votes required, nor shall the representative of such member be entitled to vote on the termination.

c. If no request is received pursuant to subparagraph b. of this paragraph ~~13~~ 9.3, and if the failure is not cured 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. The member may request a hearing before the Board on the proposed termination in lieu of a hearing before the members. The request shall be made in writing and received by the Board at least five days before the end of the period given by the Board to cure the alleged failure, and shall be granted if so made.

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 or members, as applicable, may set.

~~13~~ 9.4 Termination of membership shall be in addition to any other remedy which may exist.

~~13~~ 9.5 A member shall lose all voting rights upon termination of its membership. Any claim of title or interest to any asset of the Mutual, and any continuing obligation of the Mutual to the member or of the member to the Mutual, after the termination of membership, shall be as determined consistent with the Agreement, these Bylaws, any policy adopted by the Board, and the Code.

ARTICLE ~~14~~ 10. Dissolution and Disposition of Property.

~~14~~ 10.1 The Mutual may be dissolved by the members as provided in Article ~~10~~ 4 and in the Agreement. In the event of voluntary dissolution of the Mutual, the assets of the Mutual not used or needed for the purposes of the Mutual, including its contractual obligations, shall be distributed, as determined by the Board, only to Utah counties which are members of the Mutual at the time of dissolution.

~~14~~ 10.2 Upon partial or complete dissolution of the Mutual by the members in accordance with Article ~~10~~ 4 and the Agreement, the Trustees shall determine, consistent with these Amended Bylaws, all other matters relating to the disposition of property and dissolution of the Mutual by a two-thirds vote of all Trustees.

~~14~~ 10.3 The Board shall serve as trustees for the disposition of property or funds, payment of obligations, dissolution and winding up of the affairs of the Mutual.

ARTICLE ~~15~~ 11. Liability of Board, Officers and Employees.

~~15~~ 11.1 It is the intent of the Mutual to provide the broadest possible immunity from personal liability to each Trustee, officer, and employee of the Mutual 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 Mutual shall defend and indemnify the Trustees, officers and employees of the Mutual 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 Mutual shall purchase liability or other appropriate insurance providing coverage for the Trustees, officers and employees of the Mutual. 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 Arbitration.

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 Mutual or on the amount of a covered loss, the Board or its authorized representative or the member may request that the disagreement be submitted to binding arbitration as follows:

a. Unless otherwise agreed by the Board or its authorized representative and the member, three persons shall be selected for the arbitration panel, one by the Board or its authorized representative, one by the member, and one by the two so selected to act as umpire to decide the items upon which the other two disagree. If the two so selected fail for fifteen days to agree upon the umpire, the dispute of coverage shall be submitted to the American Arbitration Association for arbitration pursuant to their standard rules and regulations.

b. The decision of the panel shall be binding on the Board or its authorized representative and the member.

c. The Mutual shall pay the fees and expenses of the panelist selected by the Board or its authorized representative, the member shall pay the fees and expenses of the panelist selected by it, and the fees and expenses of the umpire shall be shared equally by the Mutual and the member.

ARTICLE ~~16~~ 13 General Provisions.

~~16.1 These Amended Bylaws constitute a contract among those counties which become members of the Mutual. The terms of this contract may be enforced in court by the Mutual or by any of its members.~~

~~16.2~~ 13.1 Except as provided in these Amended Bylaws and to the extent of the financial contributions to the Mutual agreed to herein or such additional obligations as may come about through amendments to these Amended Bylaws, no member agrees or contracts herein to be held responsible for any claims made against any other member. The contracting parties intend in the creation of the Mutual to establish an organization to operate only within the scope herein set out and have not herein created as between member and member any relationship of partnership, surety, indemnification, or

responsibility for the debts of or claims against any other member.

~~16.3~~ 13.2 The laws of Utah shall govern the interpretation and performance of these Amended Bylaws.

~~16.4~~ 13.3 In the event that any portion of these Amended Bylaws is held invalid or unenforceable, such invalidity or unenforceability shall not affect other portions, and these Amended Bylaws are expressly declared to be severable.

~~16.5~~ 13.4 These Amended 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 Mutual satisfies such obligation or responsibility.

~~16.6~~ 13.5 All moneys received by the Mutual are public funds, including earned interest, derived from its members which are counties within the State of Utah.

~~16.7 Neither these Amended Bylaws nor any action of the governing body of a county in adopting these Amended Bylaws is intended to nor do they waive, nor shall they be construed as waiving, any immunity or limitation on liability provided to the members or their officers or employees by any law, including but not limited to any such immunity or limitation appearing in the Utah Governmental Immunity Act, and amendments thereto.~~

~~16.8 The provisions of these Amended Bylaws and the assets of the Mutual are for the benefit of the members of the Mutual only, and no other persons or entities shall have any rights or interest in these Amended Bylaws or in any of the other documents referred to herein or in any such assets, as a third party beneficiary or otherwise. The assets of the Mutual shall not be subject to attachment, garnishment, or any equitable proceeding.~~

~~16.9~~ 13.6 It is the intention of the members that the Mutual and any income of the Mutual not be subject to taxation, and the members shall cooperate in such respects, including amending these Amended Bylaws, as reasonably necessary to establish and maintain the non-taxable status of the Mutual.

~~16.10~~ 13.7 Except as permitted in these Amended Bylaws, and amendments hereto, 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.

~~16.11 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 Mutual or on the amount of a covered loss, the Board or its authorized representative or the member may request that the disagreement be submitted to binding arbitration as follows:~~

~~a. Unless otherwise agreed by the Board or its authorized representative and the member, three persons shall be selected for the arbitration panel, one by the Board or its authorized representative, one by the member, and one by the two so selected to act as umpire to decide the items upon which the other two disagree. If the two so selected fail for fifteen days to agree upon the umpire, the dispute of coverage shall be submitted to the American Arbitration Association for arbitration pursuant to their standard rules and regulations.~~

~~b. The decision of the panel shall be binding on the Board or its authorized representative and the member.~~

~~c. The Mutual shall pay the fees and expenses of the panelist selected by the Board or its authorized representative, the member shall pay the fees and expenses of the panelist selected by it, and the fees and expenses of the umpire shall be shared equally by the Mutual and the member.~~

~~16.12~~ 13.8 In the event of the payment of any loss by the Mutual under this Agreement, the Mutual 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.

~~16.13 Any provision of these Amended Bylaws in conflict with the Code or other laws of the State of Utah shall be inapplicable.~~

~~16.14 These Amended Bylaws may be executed in counterparts. The original of each executed Agreement shall be filed with the Mutual.~~

~~In witness whereof, the parties hereto have entered into this Agreement by the execution of this signature page which shall be attached to and be a part of this Agreement.~~

~~Executed at _____. Utah, pursuant to Resolution No.~~

~~said Resolution having been adopted on the~~ Dated this _____ day of _____, 1996 7.

By: _____

Print Name: _____

Title: _____

~~Date: _____~~

ATTEST:

By: _____

Print Name: _____

Title: _____

Date: _____

~~**APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH:**~~

~~By: _____~~
~~County Attorney~~

~~Print Name: _____~~

~~Date: _____~~

LOSS PREVENTION REPORT

By: David L. Nelson, Loss Prevention Manager

Utah Association of Counties Insurance Mutual
Board of Trustees Meeting, March 13, 1997

RISK REVIEWS:

Duchesne County

On February 25, 1997, I visited the county for the purpose of inspecting the new public safety facility which is under construction. Recommendations were submitted to the county in my report dated February 26, 1997. A copy of that report went to the trustees.

Rich County

On March 5, 1997, Brett Rich and myself visited the county for the purpose of evaluating their drug policy and random drug testing of CDL holders. The situation was found to be the same as when I last visited, November 6, 1996. They have no policy and no drug testing is taking place. Assistance was given to the county and follow up help will be offered. Recommendations were submitted to the county in my report dated March 6, 1997. A copy of that report went to the trustees.

Uintah County

On March 3, 1997, a first follow-up reminder letter was sent to Uintah County. A risk review report was sent to them on January 30, 1997. To date, I have received no response. A copy of that report and letter went to the trustees.

Piute County

On March 7, 1997, a first follow-up reminder letter was sent to Piute County. A risk review report was sent to them on February 5, 1997. To date, I have received no response. A copy of that report and letter went to the trustees.

Washington County

On March 3, 1997, I received a reply from Washington County in response to my report to them dated February 12, 1997. All recommendations have been complied with.

Risk Review Confirmation Letter going to the counties

TRAINING:

On February 18, 1997, I conducted five different training sessions in Duchesne County on the subject of *Sexual Harassment*. A total of 70 elected officials, department heads and staff attended.

MEETINGS:

On March 5, 1997, I met with other members of the ADA Title II Grant Committee. This committee is made up of representatives from state government, county government, city government, law offices, ULCT, Easter Seal Society and myself (UAC). June 5, 1997 has been identified as the date for the day long training entitled *Bridging the Mandate* which is taking place in Provo, at the Provo Park Hotel.

CONSULTING:

On February 19, 1997, I met with a Millard County representative to evaluate a slide which they want to install at the Delta swimming pool facility. I gave my OK on the installation.

OTHER:

Flooding potential in the member counties. The concern for county liability and how to manage it.

March 12, 1997

«F_NAME» «L_NAME»
«COUNTY» «TITLE»
«ADDRESS»
«CITY»

Dear «F_NAME»:

I am writing this short letter to confirm the date(s) of «R_DATE» for my risk review visit to «COUNTY». I would like to meet with the road department drivers for a 4 hour Defensive Driving Course meeting. Would you please make the necessary arrangements and alert me as to the time and location for the meeting? Also, please have the following available, for my review:

1. Personnel Policy and Procedures
2. Sexual Harassment Policy and Procedures
3. Drug Testing Policy and Procedures
4. Accident Review Board meeting minutes
5. Loss Prevention Team or Safety Committee meeting minutes

I will spend the remainder of my time surveying the county public safety (jail) facility and reviewing law enforcement operational procedures. Please have someone available to accompany me on that facility visit. Following my review, I will submit a written report to you. It will contain recommendations meant to reduce «COUNTY»'s exposure to liability or property loss.

Thank you for your help. Feel free to call me with your questions or concerns. I look forward to meeting with you and visiting «COUNTY».

Sincerely,

David L. Nelson,
Loss Prevention Manager

xc: Brett Rich, UACIM Director

HOW ARE YOU BRIDGING THE MANDATE....
that is, the mandate of the Americans with Disabilities Act in your area?

The Easter Seal Society of Utah, in conjunction with **the Utah League of Cities and Towns** and the **Utah Association of Counties**, is pleased to announce:

"BRIDGING THE MANDATE"

A CONFERENCE ON TITLE II OF THE AMERICANS WITH DISABILITIES ACT

THURSDAY, JUNE 5, 1997

PROVO PARK HOTEL

THIS CONFERENCE IS SUPPORTED BY A GRANT FROM THE U.S. DEPARTMENT OF JUSTICE, CIVIL RIGHTS DIVISION, DISABILITY RIGHTS SECTION

This one-day conference will provide an opportunity for local and state government officials to be trained on the practical information of Title II of the Americans with Disabilities Act (ADA). This information will be presented in a simple, how-to format.

In order to develop meaningful workshops,

WE NEED YOUR HELP!

Please complete the enclosed questionnaire and FAX it to me at 486-3123 or return by mail before March 21, 1997.

We encourage you to duplicate and share this survey with others in your organization who also have responsibilities and questions about the ADA. Your information helps us design a conference to meet your needs.

Mark your calendar for Thursday, June 5, 1997, and join your colleagues at the "Bridging The Mandate" conference.

If you have any questions, please call Karen Burdine, Community Education Manager at Easter Seals: 801-486-3778 or 1-800 388-1991. Thank you!

The Easter Seal Society of Utah
638 East Wilmington Avenue
Salt Lake City, Utah 84106

In conjunction with
The Utah League of Cities and Towns
and
The Utah Association of Counties

"Bridging the Mandate" Conference
Americans with Disabilities Act, Title II
Thursday, June 5, 1997
Provo Park Hotel

"BRIDGING THE MANDATE"

A CONFERENCE ON

TITLE II OF THE AMERICANS WITH DISABILITIES ACT

THURSDAY, JUNE 5, 1997
PROVO PARK HOTEL
PROVO, UTAH

Sponsored by
The Easter Seal Society of Utah
The Utah League of Cities and Towns
The Utah Association of Counties

UTAH ASSOCIATION OF COUNTIES INSURANCE MUTUAL

BROKER REVIEW AND FEE CALCULATION - MULTI-LINE POOL
Policy Period: January 1, 1997 to December 31, 1997

Carrier and Policy Number	Coverage	Premium	Commission to AJGCo.	Commission to Other AJGCo. Entities	Broker Fee
Great American Policy #GLP2001097 CAP2001096	Package	$471,132	$0	$9,423	$85,000
Total Premium and Revenue		**$471,132**	**$0**	**$9,423**	**$85,000**

UTAH ASSOCIATION OF COUNTIES INSURANCE MUTUAL

BROKER REVIEW AND FEE CALCULATION - MULTI-LINE POOL

Policy Period: January 1, 1997 to December 31, 1997

Carrier and Policy Number	Coverage	Premium	Commission to AJGCo.	Commission to Other AJGCo. Entities	Broker Fee
Kemper Insurance Co. Policy #3XN02682500	Boiler & Machinery	$19,921	$3,984	$996	$0
Guarantee National Policy #UMC1010250	Umbrella	48,000	3,840	960	0
Hartford Insurance Co. Policy #83XLSQG1823	DIC	31,584	3,158	1,579	0
Executive Risk Policy #151-05 6368-96	Directors' & Officers'	6,000	600	0	0
Total Premium and Revenue		**$105,505**	**$11,582**	**$3,535**	**$0**