AGENDA

Utah Counties Indemnity Pool Board of Directors Meeting

Thursday, February 15, 2024 12:30 p.m.
UAC/UCIP Offices, 5397 S Vine St, Murray UT

12:30	Open Meeting, Pledge of Allegiance	Bruce Adams
ITEM	ACTION	
1.	Review/Excuse Board Members Absent	Bruce Adams
2.	Review/Approve December 21, 2023 Meeting Minutes	Mike Wilkins
3.	Ratification/Approval of Payments and Credit Card Transactions	Mike Wilkins
4.	Review/Approve Report on Conflict of Interest Disclosures	William Cox
5.	Review/Approve Employee Reimbursement Policy Amendments	Sonya White
6.	Review/Approve Employee Compensation Policy Amendments	Johnnie Miller
7.	Review/Approve Employee Benefits Policy Amendments	Johnnie Miller
8.	Review/Approve Net Asset Management Policy Amendments	Johnnie Miler
9.	Review/Approve Coverage Addendum Amendments	Johnnie Miller
10.	Set Date and Time for Closed Meeting to Discuss Character, Professional Competence, Physical/Mental Health of an Individual	Bruce Adams
11.	Action on Personnel Matters	Craig Blake
12.	Set Date and Time for Closed Meeting to Discuss Pending or Reasonably Imminent Litigation	Bruce Adams
13.	Action on Litigation Matters	Christopher Crockett
	INFORMATION	
14.	Discuss Purchasing Policy Amendments (HB125SO1)	Johnnie Miller
15.	Chief Executive Officer's Report	Johnnie Miller
16.	Calendar Items	Aly Michale
17.	Other Reports	Bruce Adams

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

UTAH COUNTIES
INDEMNITY POOL

BOARD OF DIRECTORS
MEETING MINUTES

Date and Time
February 15, 2024, 12:30 p.m.

Location
UAC/UCIP Offices, 5397 S St, Murray, Utah

Directors Present
Bruce Adams, *President,* San Juan County Commissioner
William Cox, *Vice President,* Rich County Commissioner
Michael Wilkins, *Secretary/Treasurer,* Uintah County Clerk/Auditor
Craig Blake, Sevier County Human Resource Director
Victor Iverson, Washington County Commissioner
Greg Miles, Duchesne County Commissioner
Kelly Sparks, Davis County Sheriff
Bob Stevenson, Davis County Commissioner
Stan Summers, Box Elder County Commissioner
Sim Weston, Rich County Commissioner

Directors Absent
Christopher Crockett, Weber County Deputy Attorney
Gage Froerer, Weber County Commissioner
David Tebbs, Garfield County Commissioner

Officers and Staff Present
Johnnie Miller, UCIP Chief Executive Officer
Sonya White, UCIP Chief Financial Officer
Aly Michale, UCIP Executive Administrative Specialist

Call to Order
Bruce Adams called the meeting of the Utah Counties Indemnity Pool's Board of Directors to order at 12:40 p.m. on February 15, 2024. Adams welcomed attendees.

Review/Excuse Board Members Absent
William Cox made a motion to excuse Christopher Crockett, Gage Froerer and David Tebbs from this meeting. Victor Iverson seconded the motion, which passed unanimously.

Review/Approve December 21, 2023 Meeting Minutes
The draft minutes of the Board of Director's meeting held on December 21, 2023 were previously sent to the Board Members for review (see attachment number one). Michael Wilkins made a motion to approve the December 21, 2023 minutes as written. William Cox seconded the motion, which passed unanimously.

Ratification/Approval of Payments and Credit Card Transactions
Michael Wilkins reported that he has reviewed the payments made and credit card transactions of the Pool as of February 15, 2024 (see attachment number two). Michael Wilkins made a motion to approve the payments and credit card transactions as presented. Victor Iverson seconded the motion, which passed unanimously.

Review/Approve Report on Conflict of Interest Disclosures
William Cox reminded the Board that the Conflict of Interest Disclosure forms need to be completed, annually, when there is a conflict of interest to be disclosed. Cox reprted that no board members filed conflict disclosures, as they believed they had no conflicts to report. Johnnie Miller informed the Board that there is a new bill being proposed, HB80S01, that would affect all counties, requiring a conflict of interest form to be completed, whether there is a conflict or not. Information that would be required to disclose includes investments of over $5,000 and additional employment information, including for spouses and other adults living in the household. These statements would be need to be posted online and a link submitted to the lieutenant governer's office, to post on their website. Miller will keep the Board updated on this bill. William Cox made a motion to approve the Conflict of Interest Disclosure Report, as discussed. Craig Blake seconded the motion, which passed unanimously.

Review/Approve Employee Reimbursement Policy Amendments
Proposed amendments to the Employee Reimbursement Policy were previously sent to the Board for review (see attachment number three). Sonya White explained that a statement has been added that the UCIP business credit card is the preferred method of payment for all travel expenses. Language regarding conference and non-conference lodging has been added and strickened for the purpose of UCIP to be reiumbursed for the State sales taxes on lodging costs. William Cox made a motion to approve the amendments to the Employee Reimbursement Policy as presented. Michael Wilkins seconded the motion which passed unanimously.

Review/Approve Employee Compensation Policy Amendments
Proposed amendments to the Employee Compensation Policy were previously sent to the Board for review (see attachment number four). Johnnie Miller explained that language has been added to specify eligibility, for merit and cost of living adjustments, for new and rehired employees that are working within their introductory period. William Cox made a motion to approve the amendments to the Employee Reimbursement Policy as presented. Greg Miles seconded the motion, which passed unanimously.

Review/Approve Employee Benefits Policy Amendments
Proposed amendments to the Employee Compesation Policy were previously sent to the Board for review (see attachment number five). Johnnie Miller explained that language was added to give Early Retirees the option to use accrued vacation leave for Early Retiree monthly medical benefits. Miller reported that the Pool's independent auditors agree that offering this option simplifies the payment process for both UCIP and the Early Retiree. Bob Stevenson made a motion to approve the amendments to the Employee Benefits Policy as presented. Michael Wilkins seconded the motion, which passed unanimously.

Review/Approve Net Asset Management Policy Amendments
Proposed amendments to the Net Asset Management Policy were previously sent to the Board for review (see attachment number six). Johnnie Miller explained that because the Net Asset Management plan and Dividend plan are used in tandem to manage the net assets to targeted levels, the two policies have been combined into one Net Asset Mangement Policy with the dividend procedures recognized as a method of asset management. Miller explained that the current policy uses just one management ratio to target appropriate levels of assets, the Contribution to Net Asset Ratio. Miller recommends the addition of other management ratios to the policy, and adding a to the policy that any dividend paid will be in an amount that will maintain all management ratios

within the targeted ranges. Craig Blake made a motion to approve the amendments to the Net Asset Management Policy as presented to the Board. Michael Wilkins seconded the motion, which passed unanimously. Kelly Sparks made a motion to repeal the Dividend Policy as it has been incorporated into the Net Asset Management Policy. Craig Blake seconded the motion, which passed unanimously.

Review/Approve Coverage Addendum Amendments

Amendments to the Coverage Addendum were previously sent to the Board for review (see attachment number seven). Johnnie Miller reviewed the proposed amendments starting with the addition of language to the Defense, Judgement and Settlement term of the Terms Applicable to All Liability Coverage Parts section. The additional language is meant to clarify the paragraph that releases the Pool from the obligation to pay any portion of a settlement a Member enters into without UCIP's prior written consent to include that such unapproved settlement is also a waiver of all other claims, suits, judgements, subrogation claims and tender of claims that arise from the same occurrence. Miller then reviewed recommended changes to the contractual liability language in the Exclusions Applicable to All Liability Coverage Parts section. Miller expressed concern that the extremely broad lanaguge of this language obligates UCIP to pay claims on behalf of persons that Members contract with and agree to indemnify and defend as part of the contract. Miller expressed that as UCIP is not an insurance company, and does not provide insurance, or a duty to defend anyone, and because UCIP funds can only be used to pay claims and provide service to its Members, that it would be difficult if not impossible for UCIP to comply with the current language and the agreement the Members are making. Miller also pointed out it is a violation of state statute to indemnify any other party, as government subdivisions are specifically prohibited from making loans or giving credit to another party, and an agreement to indemnify is a method of giving credit. Miller recommends limiting the contractual liability language to that which the insurance industry has adopted, which only allows indemnification for liability that would have existed in the abscense of a contract. Miller explained that if the Board chooses not to adopt these changes that they should consider an increase in rates and/or potentially introducing a charge for each contract the Member enters into which requies them to indemnify another party. Board members had questions related to indemnification requirements in contracts with county fair vendors such as rodeo promoters and music concert performers. Miller explained that for those types of events, if the Member does want to agree to indemnify another party, that UCIP could assist the Member in securing a special events policy with a traditional insurer to cover the rodeo, concert or other event. This way a Member would only incur the expense of an additional policy when needed, instead of paying higher contributions to UCIP on an ongoing basis. Miller then moved on to the recommended changes to payment of attorney fees language in the Exclusions Applicable to All Liability Coverage Parts section. Miller explained that the Utah legislature adopted statute years ago which prohibited judges from awarding plaintiff's attorney fees in state court. Over time, legislators have introduced and passed bills which include provisions for the court to award plaintiff attorney fees in specific circumstances. As the current legislative session includes several new bills that would allow attorneys fees in state court, Miller is recommending clarifying language that UCIP does not pay attorney fees as part of a judgement in any action in state court, and only covers attoreneys fees in federal civil rights actions. If this limitation is not adopted, Miller recommends a significant increase in liability rates to cover the additional losses UCIP will have if it begins paying plaintiff attorney fees in state court actions. Miller then reviewed a new exclusion applicable to all liability coverage parts for any claims related to PFAS substances, as UCIP's reinsurers will include this exclusion on all future reinsurance policies. Miller explained that PFAS substance claims are being excluded from all liability policies in the industry, similar to asbestos exclusions. Miller then moved to the Definitions Applicable to All Liability Coverage Parts section and reviewed the recommended changes and additions in this section related to the changes to the contractual liablity exclusion, attorneys fees limitations and PFAS exclusion. Kelly Sparks made a motion to adopt the changes to the UCIP Bylaws Coverage Addendum effective 7-1-24, to allow staff time to notify Members of these changes. Sim Weston seconded the motion, which passed unanimously.

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

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

Set Date and Time for Closed Meeting
Michael Wilkins made a motion to strike agenda item: *Set Date and Time for Closed Meeting to Discuss Pending or Reasonably Imminent Litigation.* Craig Blake seconded the motion, which passed unanimously.

Action on Litigation Matters
Michael Wilkins made a motion to strike agenda item: *Action on Litigation Matters.* Craig Blake seconded the motion, which passed unanimously.

Discuss Purchasing Policy Amendments (HB125S01)
Johnie Miller discussed HB0125S01 with the Board and reviewed samples of amendments to the Purchasing Policy (see attachment number eight). If the bill were to pass, amendments to the policy would be necessary or the Pool must comply with the state procurement act. The Board indicated their preference would be to amend the UCIP Purchasing Policy. Miller will move forward with updating the policy for the Board to review during the April Board meeting.

Chief Executive Officer's Report
Johnnie Miller reported that UCIP held the annual Risk Coordinator Training on February 9, 2024. To ensure the majority of coordinators were able to participate, it was held via Zoom and recorded for those that were unable to join. Miller informed the Board that the new UCIP website went live in time to coincide with the training. The new claims system has not yet been implemented, however, data from the old system has been recorded and sent for review. Once the actuary confirms accuracy of the report, the system will be ready. Miller is pleased with the changes and feels the process of reporting claims will be much easier for the Members.

Miller reported that UCIP has been preparing for the upcoming financial audit. The independent auditors will be in the office next week for field work and the Board will review the results at the April Board meeting.

Miller reported that he has been working with Utah Association of Counties on several bills this legislative session and expressed his appreciation of UCIP staff as it has been a very busy time for him.

Calendar Items
Aly Michale informed the Board that County Reinsurance Limited (CRL) will be holding their Pool Board Governance Conference in Louisville, Kentucky from July 22 -July 25, 2024 and asked directors to start considering if they will be able to attend or not as registration will open soon. Michale will send an email out regarding further plans and begin making travel arrangements as the conference gets closer.

Other Reports
The next regular meeting of the Board of Directors will be held Thursday, April 18, 2024, at 12:30 p.m., at the UAC/UCIP offices, 5397 South Vine Street, Murray, UT.

Greg Miles made a motion to adjourn the meeting. Michael Wilkins seconded the motion, which passed unanimously. Bruce Adams adjourned the Utah Counties Indemnity Pool Board of Directors Meeting at 1:39 pm. on February 15, 2024.

Prepared by: Aly Michale

Aly Michale, UCIP Executive Administrative Specialist

Submitted on this 18 day of April 2024

Michael W. Wilkins

Michael W Wilkins, Secretary/Treasurer

Approved on this 18 day of April 2024

Bruce Adams

Bruce Adams, President

Support

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General Information

Government Type:

Interlocal

Entity:

Utah Counties Indemnity Pool

Public Body:

Board of Directors

Notice Information

Emergency Notice:

No

Notice Title:

Board of Directors Meeting

Notice Subject:

Administrative Services

Notice Type(s):

Notice, Meeting

Event Start Date & Time:

February 15, 2024 12:30 PM

Event End Date & Time:

February 13, 2024 03:00 PM

Description/Agenda:

Review/Excuse Board Members Absent Bruce Adams
Review/Approve December 21, 2023 Meeting Minutes
Ratification/Approval of Payments and Credit Card Transactions
Review/Approve Report on Conflict of Interest Disclosures
Review/Approve Employee Reimbursement Policy Amendments
Review/Approve Employee Compensation Policy Amendments
Review/Approve Employee Benefits Policy Amendments
Review/Approve Net Asset Management Policy Amendments
Review/Approve Coverage Addendum Amendments
Set Date and Time for Closed Meeting to Discuss Character, Professional Competence, Physical/Mental Health of an Individual
Action on Personnel Matters
Set Date and Time for Closed Meeting to Discuss Pending or Reasonably Imminent Litigation Bruce Adams
Action on Litigation Matters

INFORMATION
Discuss Purchasing Policy Amendments (HB125SO1)
Chief Executive Officer's Report
Calendar Items
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, 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.

Send copy of notice to:

amichale@ucip.utah.gov

Meeting Information

Street Address:

5397 S VINE ST

City:

SALT LAKE CITY

ZIP Code:

84107

Download Attachments

File Name	Category	Date Added
Agenda.pdf	Other	2024/02/13 04:16 PM

UTAH COUNTIES
INDEMNITY POOL

BOARD OF DIRECTORS
MEETING MINUTES

Date and Time
December 21, 2023, 12:00 p.m.

Location
Home2 Suites by Hilton, 4927 S State St, Murray, Utah

Directors Present
Bruce Adams, *President,* San Juan County Commissioner
William Cox, *Vice President,* Rich County Commissioner
Michael Wilkins, *Secretary/Treasurer,* Uintah County Clerk/Auditor
Craig Blake, Sevier County Human Resource Director
Christopher Crockett, Weber County Deputy Attorney
Gage Froerer, Weber County Commissioner
Greg Miles, Duchesne County Commissioner
Kelly Sparks, Davis County Sheriff
Bob Stevenson, Davis County Commissioner
Stan Summers, Box Elder County Commissioner
David Tebbs, Garfield County Commissioner

Directors Absent
Victor Iverson, Washington County Commissioner
Sim Weston, Rich County Commissioner

Officers and Staff Present
Johnnie Miller, UCIP Chief Executive Officer
Sonya White, UCIP Chief Financial Officer
Aly Michale, UCIP Executive Administrative Specialist

Call to Order
Bruce Adams called the meeting of the Utah Counties Indemnity Pool's Board of Directors to order at 12:05 p.m. on December 21, 2023. Adams welcomed attendees.

Recess for Public Hearing on the UCIP 2024 Budget
Bruce Adams recessed the meeting at 12:06 p.m. on December 21, 2023 for a scheduled Public Hearing to review the Utah Counties Indemnity Pool's 2024 budget (see attachment number one). Board Members present at and participating in the Public Hearing: Bruce Adams, William Cox, Michael Wilkins, Craig Blake, Christopher Crockett, Gage Froerer, Greg Miles, Kelly Sparks, Bob Stevenson, Stan Summers and David Tebbs. Others present and participating were Johnnie Miller, Sonya White and Aly Michale. No one from the public was present for input on the 2024 budget. Bruce Adams closed the public hearing and reconvened the Board of Directors meeting at 12:08 p.m. on December 21, 2024.

Review/Excuse Board Members Absent
William Cox made a motion to excuse Victor Iverson and Sim Weston from this meeting. Bob Stevenson seconded the motion, which passed unanimously.

Ratify 2024 Contributions
The 2024 member contributions were previously sent to the Board for review (see attachment number two). Sonya White reported that final contribution invoices have already been sent to members as they are due by January 1, 2024. On December 21, 2023, Washington County reported that they are dissolving the Washington County Interlocal Agency (WICA), and the exposures will be added to Washington County. Numbers have been adjusted, raising Washington County's contribution by $9,200. Emery Emergency Medical Services District has submitted a membership application, if approved, their contribution would be $8,220. With both additional contributions and the deletion of $8,700 for WICA, the total contribution will be $10,548,979. Greg Miles made a motion to ratify the 2024 member contributions from $10,535,983 to $10,548,979. Gage Froerer seconded the motion, which passed unanimously.

Review/Approve 2024 Liability Reinsurance Renewal/Aggregate/SIR
County Reinsurance Limited's (CRL) liability reinsurance renewal quote was previously sent to the Board for review (see attachment number three). Johnnie Miller reported liability reinsurance renews January 1, 2024. The total premium for 2024 liability reinsurance is $2,110,414 for an SIR (self-insured retention) of $350,000, with limits of $5,000,000 per occurrence for auto liability, $10,000,000 per occurrence for general liability, with no annual aggregate. Public officials and law enforcement claims would have an annual aggregate of $15,000,000. Bob Stevenson made a motion to renew the liability reinsurance with CRL as presented. Kelly Sparks seconded the motion, which passed unanimously.

Review/Approve 2024 Crime Renewal
Sonya White provided the Board with the 2024 Crime coverage renewal (see attachment number four). The combined total for both crime and excess crime coverage is $68,972.00 for a ten-million-dollar limit. This premium is a five percent increase from the prior year. Gage Froerer made a motion to approve the 2024 Crime coverage renewal. William Cox seconded the motion, which passed unanimously.

Review/Approve Workers Compensation Renewal
Sonya White reported that UCIP's joint purchase program for workers compensation coverage, through WCF Insurance, is renewing at a premium of $2,350,211 (see attachment number five). Members have already been invoiced. WICA's premium will be billed to Washington County after the workers compensation audit. White informed the Board that, if approved, the Emery Emergency Medical Services District premium would be an additional $9,300, for a total WCF premium of $2,359,507. Stan Summers made a motion to ratify the Workers Compensation 2024 program's premium in the amount of $2,359,507. Greg Miles seconded the motion, which passed unanimously.

Review/Approve LocalGovU Renewal
Johnnie Miller reported that UCIP has not yet been invoiced for the 2024 renewal of UCIP's on-line training program, LocalGovU. However the annual fee for system access has always been $5,000 and is expected not to increase in 2024. UCIP initially purchased 5,000 courses, which roll over each year if not used. Craig Blake made a motion to approve the renewal of LocalGovU on-line training program at $5,000. Kelly Sparks seconded the motion, which passed unanimously.

Review/Approve 2024 MicroNiche Contract
MicroNiche, the company replacing the current claims system, Claim Zone, is in the process of matching reports with the old system's data. UCIP shall likely have access to the current system while ensuring data has been loaded to the new system acurately. Miller has created a sample contract using Claim Zone's current contract (see attachment number six), which he has sent to

MicroNiche and is awaiting it to be signed and returned. Stan Summers made a motion authorizing UCIP to enter into an agreement with MicroNiche, as presented to the Board. William Cox seconded the motion, which passed unanimously.

Review/Approve 2024 TCNS Contract
TCNS is the company UCIP uses for IT support and services. UCIP has always been billed hourly without a contract. To fulfill requirements of the IT and Computer Security Policy, Johnnie Miller has created a Cybersecurity Support Contract, which was previously sent to the Board for review (see attachment number seven). Craig Blake made a motion to approve the 2024 TCNS contract as presented. Greg Miles seconded the motion, which passed unanimously.

Review/Approve Defense Panel Rates
UCIP defense panel reimbursement rates were previously sent to the Board for review (see attachment number eight). Johnnie Miller recommended that a rate schedule for UCIP's defense panel be established and adopted by the Board. Miller recommended for all attorneys specifically approved on the defense panel list a rate of $200 per hour, assisting attorneys a rate of $190 an hour and paralegals $125 an hour. Greg Miles asked if an adjustment of these rates would be made annually. Miller responded that the rates will be evaluated each year. Christopher Crockett made a motion to approve the defense panel rates as presented. Stan Summers seconded the motion, which passed unanimously.

Review/Approve Audit Services Engagement Letter – Audit Committee
The audit services engagement letter and audit plan from Larson & Company Certified Public Accounts was previously sent to the Board for review (see attachment number nine). The Audit Committee met with the independent auditors to review the objectives and expectations of the 2023 financial audit of the Pool. Michael Wilkins made a motion to approve the audit engagement letter with the fee of $23,900 for the audit of the 2023 fiscal year. Gage Froerer seconded the motion, which passed unanimously.

Review/Approve Actuarial Services Engagement Letter – Audit Committee
The actuarial services engagement letter was previously sent to the Board for review (see attachment number 10). Michael Wilkins made a motion to approve the actuarial contract with By the Numbers Actuarial Consultants (BYNAC) for a fee of $7,500 for the reserve analysis and $8,000 for the contribution indications. William Cox seconded the motion, which passed unanimously.

Set Date and Time for Closed Meeting to Discuss the Lease of Real Property
Bob Stevenson made a motion to set the date and time of a Closed Session to Discuss the Lease of Real Property for December 21, 2023 at 12:50 p.m. William Cox seconded the motion, which passed unanimously. Board Members attending the closed meeting: Bruce Adams, William Cox, Michael Wilkins, Craig Blake, Christopher Crockett, Gage Froerer, Greg Miles, Kelly Sparks, Bob Stevenson, Stan Summers and David Tebbs. Officers and staff member present were Johnnie Miller, Sonya White and Aly Michale. The regular scheduled meeting resumed on December 21, 2023 at 2:25 p.m.

Action on Lease of Real Property
Greg Miles made a motion to strike agenda item: *Action on Lease of Real Property.* Stan Summers seconded the motion, which passed unanimously.

Review/Approve 2024 Final Budget
Sonya White presented to the Board the 2024 Budget (see attachment number 11). White reported that the contribution amount will be updated to incorporate the additional member. An increase to the Loss and Loss Adjustment expenses is recommended to accommodate the additional SIR. Currently, UCIP is at 91% of budget in 2023. White pointed out that the Personnel item may go over by about $5,000 to $6,000 due to an underestimate on accrued payout for Korby Siggard's

retirement and payout of accrued sick and vacation maximum for Johnnie Miller and Sonya White. Michael Wilkins made a motion to approve the 2024 final budget as presented. David Tebbs seconded the motion, which passed unanimously.

Review/Approve October 25, 2023 Meeting Minutes
The draft minutes of the Board of Director's meetings held on October 25, 2023 were previously sent to the Board Members for review (see attachment number 12). Gage Froerer made a motion to approve the October 25, 2023 minutes as written. Craig Blake seconded the motion, which passed unanimously.

Ratification/Approval of Payments and Credit Card Transactions
Michael Wilkins reported that he has reviewed the payments made and credit card transactions of the Pool as of December 21, 2023 (see attachment number 13). Michael Wilkins made a motion to approve the payments and credit card transactions as presented. Greg Miles seconded the motion, which passed unanimously.

Review/Approve Credit Card and Limit for the Executive Administrative Specialist
Sonya White reported to the Board that currently Johnnie Miller and White have approved business credit cards in their names with a limit $15,000. In preparation of White's retirement, it is recommended to cancel White's card and issue a new card for Aly Michale. Stan Summers made a motion to approve a credit card in Michale's name with a limit of $15,000. Michael Wilkins seconded the motion, which passed unanimously.

Review/Appoint Board Position – Chair of the Litigation Management Committee
Christopher Crockett's term as Chair of the Litigation Management Committee ends December 31, 2023. Johnnie Miller informed the Board that Bylaws state that UCIP staff will contact the County Attorney's Association for additional names for the appointment of the Chair of the Litigation Management Committee. The Attorney's Association responded that Crockett should continue to represent the Association and provided no additional names. William Cox made a motion to appoint Christopher Crockett, Weber County Chief Civil Deputy, as the Chair of the Litigation Management Committee Board position for the term 2024 through 2027. Gage Froerer seconded the motion, which passed unanimously.

Elect Officers of the Board
Bob Stevenson made a motion to re-elect Bruce Adams, San Juan County Commissioner, as president of the UCIP Board of Directors. Gage Froerer seconded the motion, which passed unanimously. Bob Stevenson made a motion to re-elect William Cox, Rich County Commissioner, as Vice President of the UCIP Board of Directors. Gage Froerer seconded the motion, which passed unanimously. Bob Stevenson made a motion to re-elect Michael Wilkins, Uintah County Clerk/Auditor, as the Secretary/Treasurer of the UCIP Board of Directors. Gage Froerer seconded the motion, which passed unanimously.

Review/Approve Coverage Addendum Amendments
Amendments to the Coverage Addendum were previously sent to the Board for review (see attachment number 14). Johnnie Miller reviewed changes to include annual aggregates and additional language regarding back pay. Stan Summers made a motion to approve the Coverage Addendum Amendments as presented. William Cox seconded the motion, which passed unanimously.

Review/Approve IT and Computer Security Policy Amendments
Amendments to the IT and Computer Security Policy were previously sent to the Board to review (see attachment number 15). Sonya White explained that content filtering has been added to definitions. Michael Wilkins made a motion to approve the IT and Computer Security Policy amendments as presentedGreg Miles seconded the motion, which passed unanimously.

Review/Approve Board Meeting Rules of Order and Procedure Policy Amendments
Johnnie Miller explained that he has worked with county attorneys to create a sample Rules of Order and Procedure Policy for interlocal agencies. Amendments to the Board Meeting Rules of Order and Procedure Policy were previously sent to the Board for review (see attachment number 16). Miller reviewed the amendments with the Board that include statutory requirements as well as incorporating the Electronic Meeting Policy language so that this separate policy is no longer necessary. Miller informed the Board that he drafted this policy to include that the public may be allowed to speak at a meeting, however, it is at the Chair's discretion whether to allow members of the public to speak on specific items on the agenda. Christopher Crockett made a motion to approve the Board Meeting Rules of Order and Procedure Policy as presented. Craig Blake seconded the motion, which passed unanimously.

Review/Approve County/County Related Entity Membership
A UCIP Membership Application Summary, for Emery Emergency Medical Special Service District, was previously sent to the Board for review (see attachment number 17). A meeting of the Membership Approval Committee took place on December 13, 2023, to review the membership application summary. Miller provided information regarding the entity's history. Greg Miles made a motion to approve the membership of the Emery Emergency Medical Special Service District, effective January 1, 2024. Craig Blake seconded the motion, which passed unanimously.

Set Date, Time and Place of Regular Meetings for 2024
Aly Michale provided the Board with the 2024 Annual Meeting schedule of the UCIP Board of Directors (see attachment number 18). It is proposed that the Board will continue to meet the third Thursday of every even numbered month. Craig Blake made a motion to approve the regular meeting schedule as presented. Michael Wilkins seconded the motion, which passed unanimously.

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

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

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

Action on Litigation Matters
Christopher Crocket made a motion to strike agenda item: *Action on Litigation Matters.* William Cox seconded the motion, which passed unanimously.

Chief Executive Officer's Report
Johnnie Miller reported that staff has spent time working on the new claims system, the Cyber Security Policy and putting the new internet service into place.

Miller reported that the UAC Conference and Annual Meeting of the Members went very well with positive response from the members, who enjoyed meeting with the Board and staff.

Miller attended the Sheriff's Association Meeting and has been working with the Association and Salt Lake County's Correctional Facility to develop standards for the sheriffs to base policies and procedures in correctional facilities. Miller also reported that the Department of Corrections has their own standards for state inmates, they are currently seeking a new software system to make their standards available to all jails. Miller will continue to work with the Sheriff's Association and Frank Mylar, UCIP's law enforcement attorney, to assist in updating the standards.

Miller has been working on legislative issues with the State Risk Manager and sheriffs on a bill requiring armed guardians in schools. Miller is also working with UAC on other risk related issues. There is a bill involving commissions hiring attorneys for advice outside of the county attorney's office.

Miller reported that he feels comfortable with the new staff moving forward at UCIP after the coming retirement of long-term staff members who have helped train them.

Other Reports
The next meeting of the Board of Directors will be held Thursday, February 15, 2024, at 12:30 p.m., at the UAC/UCIP offices, 5397 South Vine Street, Murray, UT.

Bruce Adams adjourned the Utah Counties Indemnity Pool Board of Directors Meeting at 1:28 pm. on December 21, 2023.

Prepared by:

____

Aly Michale, UCIP Executive Administrative Specialist

Submitted on this _______ day of _____________ 2024

____

Michael W Wilkins, Secretary/Treasurer

Approved on this _______ day of _____________ 2024

____

Bruce Adams, President

Utah Counties Indemnity Pool
Transaction Detail by Account
December 22, 2023 - February 15, 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
500-000000-10010100 ZionsHRA					
12/22/2023	Check	BILLPAY	Alyssa Michale	Reimbursable Expenses	-100.00
12/22/2023	Check	BILLPAY	Korby M. Siggard	Reimbursable Expenses	-600.00
12/22/2023	Check	BILLPAY	Sonya J. White	Reimbursable Expenses	-600.00
02/08/2024	Check	BILLPAY	Alyssa Michale	Reimbursable Expenses	-270.00
Total for 500-000000-10010100 ZionsHRA					**-$ 1,570.00**
500-000000-10010100 ZionsMLC					
12/26/2023	Check	ACH	Mark H Gould, Attorney	Claim: WHS0000582023	-10,000.00
12/26/2023	Check	ACH	Beaver County	Claim: BEA0000342023	-774.55
12/26/2023	Check	ACH	Marilyn Roylance	Claim: BOX0000412023	-11,893.59
12/26/2023	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 913795	-545.00
12/26/2023	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 913796	-8,478.15
12/26/2023	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 913797	-657.50
12/26/2023	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 913798	-455.00
12/26/2023	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 913799	-315.00
12/26/2023	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 913800	-3,549.37
12/26/2023	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 913801	-3,265.00
12/26/2023	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 913802	-2,010.00
12/26/2023	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 913803	-865.00
12/26/2023	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 913804	-370.00
12/26/2023	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 913805	-1,927.50
12/26/2023	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 913806	-490.00
12/26/2023	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 913807	-6,435.00
12/26/2023	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 913808	-5,801.18
12/26/2023	Bill Payment (Check)	ACH	Frontier Adjusters, Inc.	Invoice: T1090140	-180.00
12/26/2023	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01436	-14,798.00
12/26/2023	Check	ACH	Iron County	Claim: IRO0000672023	-690.69
12/26/2023	Check	ACH	Washington County	Claim: WAS0000752023	-14,249.46
12/26/2023	Check	ACH	Emery County	Claim: EME0000332023	-4,476.00
12/26/2023	Check	ACH	Kane County	Claim: KAN0000472023	-5,814.13
12/26/2023	Check	ACH	Washington County	Claim: WAS0000742023	-2,564.97
12/28/2023	Bill Payment (Check)	BILLPAY	Transportation	Claim: WEB0002032023	-3,136.61
01/02/2024	Check	BILLPAY	Mark H Gould, Attorney	Claim: WHS0000582023, Reissued as check	-10,000.00
01/05/2024	Bill Payment (Check)	ACH	Frontier Adjusters, Inc.	Invoice: T1091517	-476.00
01/05/2024	Check	ACH	WHS	Claim: WHS0000592023	-24,395.00
01/05/2024	Bill Payment (Check)	ACH	Kunz PC	Invoice: 85	-2,128.00
01/05/2024	Bill Payment (Check)	ACH	Kunz PC	Invoice: 86	-2,071.00
01/05/2024	Bill Payment (Check)	ACH	Suitter Axland	Invoice: 3048	-3,122.00
01/05/2024	Bill Payment (Check)	ACH	Suitter Axland	Invoice: 3049	-1,768.50
01/05/2024	Bill Payment (Check)	ACH	Suitter Axland	Invoice: 3050	-10,248.45
01/05/2024	Bill Payment (Check)	ACH	Suitter Axland	Invoice: 3052	-50,255.32
01/05/2024	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01437	-2,496.57

01/05/2024	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01438	-24,591.44
01/05/2024	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01439	-14,518.00
01/12/2024	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01452	-24,347.92
01/12/2024	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 341113	-1,045.00
01/12/2024	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 341111	-4,769.00
01/22/2024	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 918540	-4,988.40
01/22/2024	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 918539	-4,205.00
01/22/2024	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 918536	-5,735.00
01/22/2024	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 918530	-2,400.00
01/22/2024	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 918529	-13,968.89
01/22/2024	Bill Payment (Check)	BILLPAY	Orange Document Services	Invoice: 6926	-7,843.88
01/22/2024	Check	ACH	Millard County	Claim: MIL0000532024	-12,368.56
01/22/2024	Check	ACH	Karen Ward	Claim: WEB0002072024	-170.51
01/22/2024	Check	BILLPAY	Scholzen Products, Inc	Claim: IRO0000702023	-325.00
01/22/2024	Check	ACH	Weber County	Claim: WEB0001992023	-11,385.66
01/22/2024	Check	ACH	Weber County	Claim: WEB0002012023	-8,374.63
01/22/2024	Bill Payment (Check)	ACH	Dentons Durham Jones & Pinegar	Invoice: 918541	-4,295.00
01/26/2024	Check	ACH	Washington County	Claim: WAS0000722023	-879.97
01/26/2024	Check	ACH	Weber-Morgan	Claim: WMH0000132023	-1,000.00
01/26/2024	Check	ACH	Weber County	Claim: WEB0002082024	-1,336.40
01/26/2024	Check	ACH	Wasatch County	Claim: WAT00000382024	-3,446.00
01/26/2024	Check	ACH	Gregory D Phillips	Claim: WAT0000372024	-13,865.66
01/26/2024	Bill Payment (Check)	ACH	Frontier Adjusters, Inc.	Invoice: T1094958	-697.35
01/26/2024	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 338569	-57.00
01/26/2024	Check	ACH	Box Elder County	Claim: BOX0000082024	-2,519.83
01/26/2024	Check	BILLPAY	Sanpete County	Claim: SAN0000312023	-1,652.38
01/26/2024	Check	ACH	San Juan County	Claim: SAJ0001542024	-11,330.16
01/26/2024	Check	ACH	San Juan County	Claim: SAJ0000442024	-3,426.46
01/26/2024	Check	ACH	Millard County	Claim: MIL0000452022	-13,214.76
01/26/2024	Check	ACH	Kane County	Claim: KAN0000482024	-3,601.87
02/02/2024	Bill Payment (Check)	ACH	Frontier Adjusters, Inc.	Invoice: T1096089	-305.00
02/02/2024	Check	ACH	Rachael Drake	Claim: WAS0000732023	-1,687.06
02/02/2024	Check	ACH	Davis County	Claim: DAV0001192023	-488.80
02/02/2024	Check	BILLPAY	Canyon Collision Repair, Inc.	Claim: MOR0000102024	-320.00
02/02/2024	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01463	-2,896.85
02/02/2024	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01462	-17,049.95
02/02/2024	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01461	-3,595.28
02/02/2024	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01460	-8,613.00
02/02/2024	Bill Payment (Check)	ACH	Frontier Adjusters, Inc.	Invoice: T1095435	-397.75
02/02/2024	Bill Payment (Check)	ACH	Frontier Adjusters, Inc.	Invoice: T1095428	-397.75
02/02/2024	Check	ACH	WHS	Claim: WHS0000592023	-2,440.00
02/02/2024	Check	ACH	Weber County	Claim: WEB0002092024	-10,709.00
02/02/2024	Check	ACH	Wasatch County	Claim: WAT0000162024	-3,288.00
02/02/2024	Check	ACH	Washington County	Claim: WAS0000752023	-4,822.51
02/09/2024	Check	BILLPAY	Goldenwest Federal Credit Union	Claim: MOR00000102024	-13,153.78
02/09/2024	Check	ACH	Beaver County	Claim: BEA0000382024	-2,745.30
02/09/2024	Check	ACH	Duchesne County	Claim: DUC0000652024	-3,824.40
02/09/2024	Check	ACH	Morgan County	Claim: MOR0000112024	-14,049.94

02/09/2024	Check	ACH	Washington County	Claim: WAS0000762023	-3,285.91
02/09/2024	Check	ACH	Wasatch County	Claim: WAT0000162024	-741.50
02/09/2024	Bill Payment (Check)	ACH	Kunz PC	Invoice: 89	-2,100.00
02/09/2024	Bill Payment (Check)	ACH	Kunz PC	Invoice: 90	-9,949.00
02/09/2024	Bill Payment (Check)	ACH	Kunz PC	Invoice: 92	-4,618.00
02/09/2024	Bill Payment (Check)	ACH	Kunz PC	Invoice: 93	-3,445.00
02/09/2024	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01466	-1,827.50
02/09/2024	Bill Payment (Check)	ACH	Mylar Law, PC	Invoice: 01467	-46,424.55
02/09/2024	Bill Payment (Check)	ACH	Suitter Axland	Invoice: 3152	-965.00
02/09/2024	Bill Payment (Check)	ACH	Suitter Axland	Invoice: 3153	-13,823.63
02/09/2024	Bill Payment (Check)	ACH	Suitter Axland	Invoice: 3154	-8,090.50
02/09/2024	Bill Payment (Check)	ACH	Suitter Axland	Invoice: 3155	-4,836.00
02/09/2024	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 344587	-3,618.84
02/09/2024	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 344589	-3,352.00
02/09/2024	Bill Payment (Check)	ACH	Strong & Hanni	Invoice: 344591	-5,297.50
Total for 500-000000-10010100 ZionsMLC					**-$ 616,221.57**
500-000000-10010100 ZionsMLE					
12/26/2023	Check	ACH	Public Employees Health Program	Invoice 0124037136	-599.10
12/27/2023	Bill Payment (Check)	ONLINE	US Bank	Confirmation: 474-633935-23	-6,600.40
12/28/2023	Tax Payment		UT State Tax Commission	Tax Payment for Period: 12/01/2023-12/31/2023 e-Check Payment confirmation number: 0-218-295-360	-3,902.17
12/28/2023	Check	ONLINE	Nationwide Retirement Solutions	Entity: 0036786001	-4,218.21
12/29/2023	Check	ACH	Stan Summers	Board Meeting Reimbursement	-87.77
12/29/2023	Check	BILLPAY	Mike Wilkins	Board Meeting Reimbursement	-229.25
12/29/2023	Check	ACH	Lance Welch	Expense Reimbursement (DEC)	-1.89
12/29/2023	Tax Payment		IRS	Tax Payment for Period: 12/27/2023-12/29/2023 EFT ACKNOWLEDGEMENT NUMBER: 270376391449962	-15,474.87
12/29/2023	Check	ACH	PEHP-LTD	Agency: 1076	-467.62
12/29/2023	Check	ONLINE	Utah Retirement Systems	Confirmation:122832397323	-23,704.17
12/29/2023	Check	ACH	Davis County	KS Board Meeting Reimbursement	-26.20
12/29/2023	Check	ACH	Johnnie R. Miller	Expense Reimbursement (DEC)	-115.01
12/29/2023	Check	ACH	Greg Miles	Board Meeting Reimbursement	-180.78
12/29/2023	Check	ACH	Gage Froerer	Board Meeting Reimbursement	-51.09
12/29/2023	Check	ACH	David Tebbs	Board Meeting Reimbursement	-313.08
12/29/2023	Check	ACH	Danielle Davis	Reimbursable Expenses (DEC)	-36.63
12/29/2023	Check	ACH	Christopher Crockett	Board Meeting Reimbursement	-58.95
12/29/2023	Check	ACH	Craig Blake	Board Meeting Reimbursement	-203.05
12/29/2023	Check	ACH	Bob Stevenson	Board Meeting Reimbursement	-32.75
12/29/2023	Check	ACH	San Juan County	BA Board Meeting Reimbursement	-366.80
12/29/2023	Check	ACH	Public Employees Health Program	Account: AC-0000002101 (JAN)	-11,543.55
12/29/2023	Payroll Check	DD	Korby M. Siggard	Pay Period: 12/16/2023-12/31/2023	-1,991.68
12/29/2023	Payroll Check	DD	Korby M. Siggard	Pay Period: 12/16/2023-12/31/2023	-3,467.67
12/29/2023	Payroll Check	DD	Johnnie R. Miller	Pay Period: 12/16/2023-12/31/2023	-807.15
12/29/2023	Payroll Check	DD	Johnnie R. Miller	Pay Period: 12/16/2023-12/31/2023	-2,000.00
12/29/2023	Payroll Check	DD	Johnnie R. Miller	Pay Period: 12/16/2023-12/31/2023	-1,295.47

12/29/2023	Payroll Check	DD	Johnnie R. Miller	Pay Period: 12/16/2023-12/31/2023 45 hours paid out at current rate of pay	-1,295.48
12/29/2023	Check	ACH	William Cox	Board Meeting Reimbursement	-139.52
12/29/2023	Payroll Check	DD	Sonya J. White	Pay Period: 12/16/2023-12/31/2023 124 hours paid out at current rate of pay	-4,157.84
12/29/2023	Payroll Check	DD	Marty L. Stevens	Pay Period: 12/16/2023-12/31/2023	-2,201.05
12/29/2023	Payroll Check	DD	Johnnie R. Miller	Pay Period: 12/16/2023-12/31/2023	-4,358.50
12/29/2023	Payroll Check	DD	Danielle Davis	Pay Period: 12/16/2023-12/31/2023	-1,721.40
12/29/2023	Payroll Check	DD	Alyssa Michale	Pay Period: 12/16/2023-12/31/2023	-1,368.41
12/29/2023	Payroll Check	DD	Korby M. Siggard	Pay Period: 12/16/2023-12/31/2023	-2,226.45
12/29/2023	Payroll Check	DD	Sonya J. White	Pay Period: 12/16/2023-12/31/2023	-3,221.18
12/29/2023	Payroll Check	DD	Lance Welch	Pay Period: 12/16/2023-12/31/2023	-3,087.18
12/29/2023	Payroll Check	DD	Sonya J. White	Pay Period: 12/16/2023-12/31/2023	-2,159.43
12/29/2023	Payroll Check	DD	Korby M. Siggard	Pay Period: 12/16/2023-12/31/2023	-3,467.68
12/29/2023	Payroll Check	DD	Korby M. Siggard	Pay Period: 12/16/2023-12/31/2023 311.71 hours paid out at current rate of pay	-3,467.67
01/03/2024	Bill Payment (Check)	ACH	WCF Insurance	Invoice: X819092	-2,359,503.00
01/03/2024	Bill Payment (Check)	ACH	County Reinsurance, Limited	Invoice: 2023-244	-2,110,414.00
01/03/2024	Bill Payment (Check)	ACH	Arthur J. Gallagher & Co.	Invoice: 4946383	-68,972.00
01/05/2024	Bill Payment (Check)	ACH	Kunz PC	Invoice: 84	-2,983.00
01/12/2024	Payroll Check	DD	Danielle Davis	Pay Period: 01/01/2024-01/15/2024	-1,918.60
01/12/2024	Payroll Check	DD	Lance Welch	Pay Period: 01/01/2024-01/15/2024	-3,095.20
01/12/2024	Payroll Check	DD	Sonya J. White	Pay Period: 01/01/2024-01/15/2024	-3,664.97
01/12/2024	Payroll Check	DD	Alyssa Michale	Pay Period: 01/01/2024-01/15/2024	-1,560.69
01/12/2024	Bill Payment (Check)	BILLPAY	TCNS, Inc.	Invoice: 8291	-1,812.50
01/12/2024	Tax Payment		IRS	Tax Payment for Period: 01/10/2024-01/12/2024 EFT ACKNOWLEDGEMENT NUMBER: 270441245933959	-7,485.29
01/12/2024	Payroll Check	DD	Marty L. Stevens	Pay Period: 01/01/2024-01/15/2024	-2,510.31
01/12/2024	Payroll Check	DD	Johnnie R. Miller	Pay Period: 01/01/2024-01/15/2024	-2,000.00
01/12/2024	Payroll Check	DD	Johnnie R. Miller	Pay Period: 01/01/2024-01/15/2024	-4,754.54
01/22/2024	Bill Payment (Check)	ACH	Lighthouse Services LLC	Invoice: 1047907	-3,500.20
01/22/2024	Bill Payment (Check)	ACH	Arthur J. Gallagher & Co.	Invoice: 4979256	-100.00
01/26/2024	Check	ACH	Program	Account: AC-0000002101 (FEB)	-11,543.55
01/26/2024	Bill Payment (Check)	ONLINE	US Bank	Confirmation number: 474-42667-24	-1,550.40
01/26/2024	Check	ACH	Public Employees Health Program	Invoice 0124044673	-331.84
01/29/2024	Check	ONLINE	Utah Retirement Systems	Confirmation: 01291664707	-14,906.55
01/31/2024	Payroll Check	DD	Marty L. Stevens	Pay Period: 01/16/2024-01/31/2024	-2,756.73
01/31/2024	Payroll Check	DD	Lance Welch	Pay Period: 01/16/2024-01/31/2024	-3,095.20
01/31/2024	Tax Payment		IRS	Tax Payment for Period: 01/31/2024-02/02/2024 EFT ACKNOWLEDGEMENT NUMBER: 270443171897413	-7,662.91
01/31/2024	Tax Payment		UT State Tax Commission	Tax Payment for Period: 01/01/2024-01/31/2024 e-Check Payment confirmation number: 0-527-909-440	-2,507.59
01/31/2024	Payroll Check	DD	Danielle Davis	Pay Period: 01/16/2024-01/31/2024	-2,083.48
01/31/2024	Payroll Check	DD	Alyssa Michale	Pay Period: 01/16/2024-01/31/2024	-1,710.63

01/31/2024	Check	ONLINE	Nationwide Retirement Solutions	Entity: 0036786001	-2,873.68
01/31/2024	Payroll Check	DD	Sonya J. White	Pay Period: 01/16/2024-01/31/2024	-3,664.98
01/31/2024	Payroll Check	DD	Johnnie R. Miller	Pay Period: 01/16/2024-01/31/2024	-2,000.00
01/31/2024	Payroll Check	DD	Johnnie R. Miller	Pay Period: 01/16/2024-01/31/2024	-4,754.54
02/02/2024	Bill Payment (Check)	ACH	By The Numbers Actuarial Consulting, Inc.	Invoice: 2023-184	-7,500.00
02/02/2024	Check	ACH	PEHP-LTD	Agency: 1076	-290.28
02/09/2024	Bill Payment (Check)	ACH	Lexipol LLC	Invoice: INVPRA1233289	-5,000.00
Total for 500-000000-10010100 ZionsMLE					**-$ 4,759,153.76**

UTAH COUNTIES INDEMNITY POOL
FINANCE—EMPLOYEE REIMBURSEMENT POLICY

SECTION A EFFECTIVE DATE AND FREQUENCY OF REVIEW

1. The effective date of this policy is August 18, 2016.

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

3. This policy should also be reviewed at any time that changes to laws or rules governing reimbursement of employees 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 defines the reimbursement policy and procedures for UCIP employees to assure proper oversight of public funds.

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 employees.

2. This policy is for all approved UCIP business travel.

SECTION E DEFINITIONS

1. Board: the Board of Directors of the Utah Counties Indemnity Pool.

2. CEO: Chief Executive Officer of the Utah Counties Indemnity Pool.

3. Expense: a legitimate business Expense incurred while on approved UCIP business including approved UCIP business travel.

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

5. Home: either the Traveler's actual home, or their office, depending on where the Traveler departs from or return to.

6. Original Receipt or Original Invoice: a hardcopy receipt or invoice received directly from the vendor at the time of purchase and includes any faxed or scanned receipt or invoice received directly from a vendor.

7. Traveler: a UCIP employee traveling on approved UCIP business.

8. UCIP: the Utah Counties Indemnity Pool.

9. GSA: US General Services Administration.

SECTION F POLICY STATEMENTS

1. UCIP will pay or reimburse employees for Expenses associated with approved UCIP business in accordance with this Finance—Employee Reimbursement Policy adopted by the Board of Directors.

2. The rates identified in this policy are meant to follow, in general, the maximum rates published by the GSA. The Board may adopt rates other than the GSA rate at their discretion by amendment to this policy.

3. Use of the UCIP business credit card is the preferred method of payment for all UCIP travel expenses. This policy provides for reimbursement of business expenses incurred by employees when the business credit card is unavailable for use.

SECTION G PROCEDURES AND RESPONSIBILITIES

1. Travelers must provide an Original Receipt or an Original Invoice for all travel Expenses to be reimbursed.

2. The Traveler is responsible for any tax consequences associated with this reimbursement policy.

SECTION H TRANSPORTATION POLICY

1. Commercial Airline Travel.

a. Reservations for travel should be made through a designee of the CEO in an effort to determine the least expensive air fare available at the time reservations are made. Where special and reduced fares are available, they may be secured with approval of the Accounting Specialist.

b. Travelers making their own travel arrangements should consider making reservations far enough in advance and flying during off-peak times of the week to qualify for discount fares, if possible. If a Traveler has made alternate travel arrangements using a UCIP business credit card, which resulted in a higher cost to UCIP, without the approval of the CEO, the Traveler must reimburse UCIP for the additional cost. If a Traveler makes and pays for their own travel arrangements a copy of the Traveler's itinerary must be attached to the Travel Reimbursement Request.

c. Priority seating charges will not be reimbursed. Exceptions may be allowed for unusual circumstances when approved by the CEO prior to the trip.

d. Only one change fee per trip will be reimbursed by UCIP. An explanation for any additional changes or any other exception to this policy must be given and approved by the CEO.

e. Travelers will be reimbursed for mileage to and from the airport, or mileage to and from the airport for someone to drop off and pick up the Traveler (two trips).

f. Travelers will be reimbursed for long-term parking or away-from-the-airport parking.

2. Discounts, Credits and Special Coupons.

a. Personal airline frequent flyer programs and hotel frequent lodging programs, credit card programs and any other programs which give a Traveler on UCIP business credit for miles/hours flown, or nights lodged shall be considered the property of the Traveler.

b. A Traveler may utilize such credits while travelling on approved UCIP business; however, the Traveler will not be reimbursed for the credits.

c. Discounts, credits, miles, special coupons or other benefits earned on a UCIP credit card or bank card as a result of employee travel shall be considered the property of UCIP and may not be used by employees for personal use.

3. Privately Owned Vehicles.

a. Employees using a privately owned vehicle for approved UCIP business travel will be reimbursed at the published GSA mileage rate.

b. Only one person in a vehicle may receive the reimbursement, regardless of the number of people in the vehicle.

c. Employees who receive an automobile allowance will be reimbursed at the GSA rate minus four cents per mile.

d. Employees who chose to use a private vehicle when they have the option of riding with an employee who receives an automobile allowance will be reimbursed at the GSA rate minus four cents per mile.

e. Employees using privately owned vehicles on approved UCIP business will be reimbursed at the GSA mileage rate.

f. When one or more employees are planning to attend the same meeting, travel in privately owned vehicles will be approved only for the number of vehicles sufficient to transport those attending at the discretion of the CEO.

g. Employees who chose to use a privately owned vehicle when they have the option of riding with another employee attending the same meeting will not be reimbursed unless preapproved by the CEO.

h. Only one person in a vehicle may receive the reimbursement, regardless of the number of people in the vehicle.

4. Mileage Computation/Parking.

a. Mileage reimbursement will be computed based on the most economical (fastest or shortest) route.

b. Vicinity and/or local travel made during a UCIP business trip should be recorded separately from mileage between points of travel. Personal travel such as to restaurants, movies, etc. is not reimbursable.

c. If the Traveler uses a privately owned vehicle on approved UCIP business and is reimbursed for mileage, parking charges may be reimbursed at actual cost.

5. Insurance on Privately Owned Vehicles.

a. The reimbursement rate includes an amount for the cost of insurance of a privately owned vehicle.

b. Physical damage to a Traveler's privately owned vehicle is the responsibility of that individual or his/her insurance company. However, if the vehicle was being used on approved UCIP business travel at the time of the accident, the Traveler may be reimbursed their deductible up to $500.

c. An automobile liability claim arising during approved UCIP business travel against a Traveler is the responsibility of that individual or his/her insurance company. However, if the claim is in excess of the limits carried by the Traveler on their personal auto policy, a claim should be filed with UCIP.

6. Driving a Privately Owned Vehicle Instead of Using Commercial Airline.

a. A Traveler may drive a privately owned vehicle instead of flying if pre-approved by the CEO.

b. A Traveler may be reimbursed for meals, lodging and incidental Expenses (such as toll fees, parking fees, etc.) for a reasonable amount of travel time. However, if the total cost of the trip exceeds the equivalent cost of the airline trip the Traveler will be reimbursed the amount of the equivalent airline trip only.

c. The Traveler may be required to submit a schedule comparing the cost of driving with the cost of flying for the CEO to make a determination on approval. The schedule should show that the total cost of the trip driving compared to the total cost of the trip flying. The comparison should show the lowest airfare within 30 days prior to the departure date (15 to 30-day advance reservation), round trip mileage from home base to the airport, airport parking at the current long-term parking rate, and the cost of a shuttle, taxi or rental car.

7. Rental Vehicle Reimbursement.

a. Rental car use for approved UCIP business travel must be preapproved by the CEO. Rental car use, related to commercial airline travel, will be reimbursed the lesser of the total cost of rental or the cost of shuttle, taxi or other transportation options.

b. Rental car use, not related to commercial airline travel, will be reimbursed the lesser of the total cost of rental or the equivalent mileage reimbursement for privately owned vehicle use.

c. If the cost of a rental car for instate travel exceeds the cost of equivalent mileage reimbursement for personal vehicle use, the employee will be reimbursed the amount of the equivalent personal vehicle use reimbursement only.

8. Rental Vehicle Procedures.

a. When Travelers rent vehicles to be used for approved UCIP business the rental vehicle will be rented in their own name.

b. Travelers should purchase all insurance offered by the rental company.

c. The Traveler will be reimbursed the actual rate charged by the rental agency for a standard mid-sized car. Upgrades in size or model will not be reimbursed unless approved by the CEO due to unusual circumstance.

d. Employees with UCIP business credit cards may use the card to purchase fuel for rental vehicle.

SECTION I LODGING POLICY

1. Conference Hotel Lodging.

a. To assure that the business credit card is appropriately charged~~Generally~~, a designee of the CEO will reserve conference hotel lodging for employees. ~~If the Traveler reserves conference hotel lodging, Travelers will be reimbursed the actual cost plus tax.~~

b. If special accommodations are needed, ~~T~~the Traveler should coordinate with the designee of the CEO to make reservations ~~but may make their own reservations~~ for the conference hotel lodging ~~if special accommodations are needed~~.

c. Additional costs for special accommodations and incidental room charges are not reimbursable to the Traveler.

2. Non-Conference Hotel Lodging.

a. To assure that the business credit card is appropriately charged, a designee of the CEO will reserve non-conference hotel lodging for employees. In the event the non-conference hotel charges the Traveler for lodging, instead of the business credit card, ~~For lodging at a non-conference hotel secured by the Traveler,~~ UCIP will reimburse the actual cost per night for single occupancy plus tax and any mandatory fees charged by the hotel not to exceed the GSA per diem lodging rate for the location.

b. ~~UCIP will reimburse the actual cost per night plus tax and any mandatory fees charged by the hotel for non-conference travel stays when reservations are booked by a designee of the CEO.~~ If lodging is not available at the allowable GSA rate in the area the Traveler needs to stay, at a hotel approved by the CEO, the Traveler will be reimbursed at the actual rate booked plus tax and any mandatory fees charged by the hotel if the business credit card is not charged.

c. If a Traveler chooses to stay at a non-conference hotel other than one booked by a designee of the CEO, that costs more than the GSA rate, the Traveler will only be reimbursed the for the GSA rate ~~plus tax and any mandatory fees charged by the hotel~~.

d. Employees traveling less than 50 miles in excess of their normal office commute are not entitled to lodging reimbursement without preapproval of the CEO.

e. When UCIP pays for a person to travel to Utah for UCIP business, reimbursement will be made on the same basis as for an employee.

f. Exceptions will be allowed for unusual circumstances when approved by the CEO prior to the trip.

g. When lodging is required, Travelers should stay at the lodging facility nearest to the meeting/training/work location in order to minimize transportation costs.

3. Lodging Other Than A Motel/Hotel.

a. Travelers that stay with friends or relatives at a private residence rather than a motel/hotel will be reimbursed at the GSA per diem lodging rate with no receipts required.

b. Travelers that use personal campers or trailer homes instead of staying in a motel/hotel will be reimbursed at the GSA per diem lodging rate, whichever is less, with no receipts required.

SECTION J MEAL POLICY

1. Meals will be reimbursed based on the GSA meals and incidental Expense rates for the location. The allowance rates include tax, tips, and other Expenses associated with the meals.

2. When UCIP pays for a person to travel to Utah, the Traveler may be reimbursed up to the GSA meals and incidental Expense rates for the location.

3. Exceptions may be allowed for unusual circumstances when approved by the CEO prior to the trip.

4. Reimbursement is for the Traveler only. If more than the Traveler's meal is charged on a receipt, this must be deducted to reflect the Traveler's costs only.

5. Actual meal cost includes tax and tip.

6. Alcoholic beverages are not reimbursable.

7. Complimentary meals will not be reimbursed or paid a per diem when meals are included in the conference registration costs or when complimentary meals are provided by a hotel, motel, vendor and/or association.

8. Allowance Computation.

a. Breakfast will be reimbursed if travel begins prior to 6:00 a.m. Lunch will be reimbursed if travel begins prior to 10:00 a.m. and extends to 2:00 p.m. Dinner will be reimbursed if travel extends beyond 6:00 p.m.

b. The day travel begins the meal reimbursement the Traveler is entitled to is determined by the time of day needed to leave home to arrive at a reasonable time.

c. The day the travel ends the meal reimbursement the Traveler is entitled to is determined by the time of day the Traveler would return home by traveling at a reasonable time.

d. Tips and tax on meals are included in the per diem amount.

9. A Traveler to a foreign country may choose to accept the GSA per diem rate for the location of travel or be reimbursed the actual meal cost, with original receipts, not to exceed the GSA meal and incidental Expense rate for their location as of the date of travel.

10. Reimbursement is for the Traveler only.

11. If more than the Traveler's meal is charged on a receipt, this must be deducted to reflect the Traveler's costs only.

12. Actual meal cost includes tax and tip.

13. Alcoholic beverages are not reimbursable.

SECTION K ADDITIONAL REIMBURSABLE EXPENSES POLICY

1. Gratuities/tips are included as part of the GSA meals and incidental Expense rate.

2. Ground transportation Expense for all official business use of taxi, bus, and other ground transportation will be reimbursed at actual cost.

3. Parking Expense.

a. If the Traveler uses a privately owned vehicle or rental vehicle on approved UCIP business and is reimbursed for mileage, parking charges will be reimbursed at actual Expense.

b. Hotel parking will be reimbursed at actual Expense if it is not included on the hotel bill, in which case it will be reimbursed as lodging Expense.

4. Registration fees for conferences or courses should be paid in advance by the Accounting Specialist. If the Traveler must pay the registration when they arrive, the Traveler may use a UCIP business credit card if one is issued to them or may be reimbursed the registration at actual Expense.

5. Any other additional Expenses must be approved for reimbursement by the CEO.

6. Documentation for Additional Expenses.

a. Original receipts should be provided whenever possible. If a receipt is not provided to the employee or the receipt is lost, the employee shall provide a signed written statement of the Expense to the Accounting Specialist.

b. Receipts are not required for Expenses paid as a per diem.

7. If a third party will reimburse travel related Expenses of an employee that travels on UCIP time or for approved UCIP business, the Traveler may seek reimbursement from UCIP and assist with UCIP's reimbursement by the third party.

a. This option should be used if the third-party reimbursement is less than what would be allowed by this policy.

b. Employee must provide UCIP all documentation required by the third party for reimbursement.

8. If a third party will reimburse the travel related Expenses of an employee that travels on UCIP time or for approved UCIP business, the employee may seek direct reimbursement from the third party.

a. If the employee is reimbursed directly from the third party, documentation of such reimbursement must be provided to the Accounting Specialist to assure there has been no duplication of reimbursement, and to retain for audit purposes.

b. In these instances, the maximum that the employee may be reimbursed for meals without tax consequence is the GSA meal and incidental rate for the location.

c. If the amount reimbursed by the third party is greater than allowed by this policy, the employee is responsible for any tax liabilities for the excess amounts.

9. If an employee receives reimbursement from a third party for Expenses that have been reimbursed by UCIP under this policy, the employee must deposit the total third-party reimbursement with the Accounting Specialist.

10. If unique circumstances may prevent a Traveler from following this policy, a request for an exception may be made to the CEO.

SECTION L ADVANCES POLICY

1. Advances for meals and incidentals are available at the discretion of the CEO.

2. If the Traveler has changes to their travel and are not eligible for reimbursement in the amount of the advance, the amount in excess of the advance will be deducted from other reimbursable Expenses submitted for the trip, or on future Expense statements at the discretion of the CEO.

3. Any exception to this policy must be approved in writing by the CEO.

4. If an advance has been made that was in excess of the actual Expense, and the excess amount may not be recoverable for any reason, the CEO shall notify the Board of Directors at their next meeting of such circumstance.

SECTION M REVISION HISTORY

1. Adopted: August 18, 2016
2. Revised: February 16, 2017
3. Revised: August 17, 2017
4. Revised: August 22, 2018
5. Revised: October 24, 2019
6. Revised: June 18, 2021
7. Revised: July 1, 2022
8. Revised: October 25, 2023
9. Revised: February 15, 2024

SECTION N APPENDICES

1. US General Services Administration

UTAH COUNTIES INDEMNITY POOL
PERSONNEL—EMPLOYEE COMPENSATION POLICY

SECTION A EFFECTIVE DATE AND FREQUENCY OF REVIEW

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

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

3. This policy should also be reviewed at any time that changes to laws or rules governing employee compensation are amended or recommendations are made by the UCIP CEO, which would require review and update to this policy.

4. Failure to review this policy in the frequency stated shall not nullify, void, limit or waive this policy or any action taken under this policy.

5. This policy is considered to be amended at the time any new federal or state law becomes effective which conflicts with this policy, but only to the extent necessary to come into compliance with new law.

SECTION B PURPOSE

1. The purpose of this policy is to provide equitable and adequate compensation to employees of UCIP.

SECTION C AUTHORITY

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

SECTION D APPLICABILITY AND SCOPE

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

SECTION E DEFINITIONS

1. Board: the Board of Directors of the Utah Counties Indemnity Pool.

2. CEO: the Chief Executive Officer of the Utah Counties Indemnity Pool.

3. COLA: Cost of Living Adjustment.

4. Compensatory Hours: Hours accrued for approved overtime.

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

6. Pool: the Utah Counties Indemnity Pool.

7. UCIP: the Utah Counties Indemnity Pool.

SECTION F POLICY STATEMENTS

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

SECTION G PROCEDURES AND RESPONSIBILITIES

1. **Wages**

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

a. **Cost of Living Adjustments**

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

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

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

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

b. **Merit Adjustment**

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

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

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

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

c. Classification or Job Duties Adjustment

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

2. **Overtime**

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

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

c. Approved overtime hours may be compensated as Compensatory Hours at a rate of one and one-half overtime hours worked. Total Compensatory Hours accrued may not exceed 20 hours. To achieve effective budget management, UCIP's preference is to have employees utilize Compensatory Hours within the current or following pay period of the hours being accrued. Compensatory Hours may be used by the employee at any time unless the use of the hours, at the time requested, would unduly disrupt UCIP operations in the opinion of the CEO.

d. Compensatory Hours exceeding 20 hours maximum will be paid at the Overtime Rate no later than the pay period following the end of the pay period that the excess hours are accrued.

e. Approved overtime hours may be paid at the Overtime Rate at the employees request.

3. **Bonuses**

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

4. **Employee Award**

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

5. **Auto Allowances**

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

6. **Payroll Procedures**

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

SECTION H REVISION HISTORY

1. Adopted: April 21, 2022

2. Revised: June 16, 2022

3. Revised: October 25, 2023

4. Revised: February 15, 2024

SECTION I APPENDICES

1. There are no appendices to this policy

UTAH COUNTIES INDEMNITY POOL
PERSONNEL—EMPLOYEE BENEFITS POLICY

SECTION A EFFECTIVE DATE AND FREQUENCY OF REVIEW

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

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

3. This policy should also be reviewed at any time that changes to laws or rules governing employee retirement benefits are amended or recommendations are made by the UCIP CEO, which would require review and update to this policy.

4. Failure to review this policy in the frequency stated shall not nullify, void, limit or waive this policy or any action taken under this policy.

5. This policy is considered to be amended at the time any new federal or state law becomes effective which conflicts with this policy, but only to the extent necessary to come into compliance with new law.

SECTION B PURPOSE

1. The purpose of this policy is to identify equitable and adequate Medical and Other Benefits of employment with UCIP.

SECTION C AUTHORITY

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

SECTION D APPLICABILITY AND SCOPE

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

SECTION E DEFINITIONS

1. Board: the Board of Directors of the Utah Counties Indemnity Pool.

2. CEO: the Chief Executive Officer of the Utah Counties Indemnity Pool.

3. Full-Time Employee: As defined in the Employment Classification Policy.

4. Part-Time Employee: As defined in the Employment Classification Policy.

5. Pool: the Utah Counties Indemnity Pool.

6. Temporary Employee: As defined in the Employment Classification Policy.

7. UCIP: the Utah Counties Indemnity Pool.

SECTION F POLICY STATEMENTS

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

Medical Benefits are provided to promote the health and wellbeing of UCIP employees which also benefits UCIP by making its employees more productive. Employees who opt out of medical benefits will not receive compensation in lieu of the benefit.

SECTION G PROCEDURES AND RESPONSIBILITIES

1. **Medical Benefits**

a. **Health Insurance**

Health Insurance for eligible employees begin at the date of hire. For the UCIP sponsored group Health Insurance coverage, UCIP pays 90% of the monthly premiums for single, double or family coverage for all full-time employees. UCIP pays 45% of the monthly premiums for single, double or family coverage for part-time employees scheduled to work 1,040 or more hours annually. UCIP does not pay any portion of the premiums for part-time employees scheduled to work less than 1,040 hours annually. The employee is responsible for any portion of monthly premiums not paid by UCIP, and may use pre-tax payroll deduction to meet that responsibility. The employee is responsible for all deductibles and co-payments.

b. **Dental Insurance**

Dental Insurance for eligible employees begin at the date of hire. For the UCIP sponsored group Dental Insurance coverage, UCIP pays 90% of the monthly premiums for single, double or family coverage for all full-time employees. UCIP pays 45% of the monthly premiums for single, double or family coverage for part-time employees scheduled to work 1,040 or more hours annually. UCIP does not pay any portion of the premiums for part-time employees scheduled to work less than 1,040 hours annually. The employee is responsible for any portion of monthly premiums not paid by UCIP, and may use pre-tax payroll deduction to meet that responsibility. The employee is responsible for all deductibles and co-payments.

c. **Vision Insurance**

Vision Insurance for eligible employees begin at the date of hire. For the UCIP sponsored group Vision Insurance coverage, UCIP pays 90% of the monthly premiums for single, double or family coverage for all full-time employees. UCIP pays 45% of the monthly premiums for single, double or family coverage for part-time employees scheduled to work 1,040 or more hours annually. UCIP does not pay any portion of the premiums for part-time employees scheduled to work less than 1,040 hours annually. The employee is responsible for any portion of monthly premiums not paid by UCIP, and may use pre-tax payroll deduction to meet that responsibility. The employee is responsible for all deductibles and co-payments.

2. **Early Retiree Medical Benefits**

An Early Retiree is:

a. A retiring current UCIP employee;

b. Who has worked for UCIP ten years or more;

c. Who is retiring from UCIP in good standing;

d. Who is not Medicare eligible at the time of retirement;

e. Who has participated in UCIP's medical benefits program for ten years or more;

f. Who is retiring under the Utah Retirement Systems.

An Early Retiree may elect to continue medical benefits consisting of dental, health and vision benefits, as provided for by UCIP's Medical Benefits Health Insurance provider(s). An Early Retiree who worked less than 20 years prior to retirement may continue these benefits for no more than five years or until Medicare eligible, whichever comes first. An Early Retiree who worked more than 20 years prior to retirement may continue these benefits for no more than ten years or until Medicare eligible, whichever comes first.

As UCIP pays medical benefits one month in advance of the coverage period, an Early Retiree electing this benefit shall pay UCIP, at least one month in advance of the coverage period, the full monthly rate of Early Retiree monthly medical benefits. Payment to UCIP is due at the first of each month. If payment is more than ten days late this Early Retiree benefit may be terminated at the CEO's discretion. In no case will UCIP pay the benefit on behalf of the employee, if the employee has not paid UCIP, which will terminate the benefit and the Early Retiree is no longer eligible for this benefit.

Early Retirees have the option to use any or all accrued vacation leave for Early Retiree monthly medical benefits payments. If the Early Retiree chooses this option, UCIP will retain the amount of accrued vacation leave that the Early Retiree requests to be used for the payment of monthly medical benefits. Any accrued vacation leave balance the Early Retiree does not designate for the payment of the Early Retiree medical benefit shall be paid out in accordance with the Employment Termination Policy. At any time, the Early Retiree may request in writing to be paid out the balance of the accrued vacation. If the Early Retiree becomes ineligible for the Early Retiree medical benefit UCIP shall pay the balance of the Early Retiree's accrued vacation. UCIP shall pay the balance within 30 days of the written request or ineligibility.

An Early Retiree acknowledges that they are not eligible for continuing benefits (COBRA or mini COBRA) prior to or after their Early Retiree period.

An Early Retiree may terminate Early Retiree medical benefits at the end of any month with written notice by the first of the month of the last month of participation. Once an Early Retiree terminates this benefit, they are no longer eligible for this benefit.

3. **Health Reimbursement Arrangement**

The Board has adopted a Health Reimbursement Arrangement (HRA) in accordance with Internal Revenue Service Rules.

a. For each calendar month a full-time employee scheduled to work 1040 or more hours annually has worked, UCIP will contribute into a Health Reimbursement Arrangement (HRA), as allowed by the Internal Revenue Service (IRS), $50 up to a maximum of $600 per year.

b. For each calendar month a part-time employee scheduled to work less than 1040 annually has worked, UCIP will contribute into a Health Reimbursement Arrangement (HRA), as allowed by the Internal Revenue Service (IRS), $25 up to a maximum of $300 per year.

c. Unused amounts in the HRA at the end of the calendar year can be carried forward for reimbursement in later years.

d. Employees may request to be reimbursed the cost of a qualified medical expense, as defined in Section 213(d) of the IRS Code. The qualified medical expense must have been incurred on or after the date an employee is enrolled in the HRA program and prior to the employee's termination from employment.

e. Employees terminated from employment must submit a valid reimbursement request within 60 days of the date of termination from employment.

4. **Other Benefits**

a. **Group Term Life Insurance**

The UCIP sponsored group Term Life coverage is available to full-time employees only. UCIP pays 100% of the monthly premiums for $50,000 coverage for the employee and 100% of the monthly premium for $10,000 coverage for the employee's spouse and eligible dependents.

Employees can apply for additional group Term Life limits, through UCIP's group Term Life carrier. The cost of additional group Term Life limits are the responsibility of the employee.

b. **Long Term Disability Insurance**

The UCIP sponsored group Long Term Disability coverage is available to full-time employees only. UCIP provides a benefit for lost wage replacement for employees in the event of a long term disability. UCIP pays 100% of contributions to the Fund created under the Public Employees' Long Term Disability Act, Utah Code Ann. §49-21-101 et. seq. 1953 as amended.

SECTION H REVISION HISTORY

1. Adopted: April 21, 2022

2. Revised: October 25, 2023

3. Revised: February 15, 2024

SECTION I APPENDICES

1. There are no appendices to this policy

UTAH COUNTIES INDEMNITY POOL
NET ASSET MANAGEMENT POLICY

SECTION A EFFECTIVE DATE AND FREQUENCY OF REVIEW

1. The effective date of this policy is December 15, 2016.

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 any time that changes to laws or rules governing the management of net assets are amended or recommendations are made by the UCIP CEO ~~or CFO~~, 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. Manage Net Asset levels to assure adequate assets to protect UCIP's financial position without holding excessive public funds as Net Assets.

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 budget, contribution rates, reinsurance structure and dividends considered or approved by the Board.

SECTION E DEFINITIONS

1. Annual Contribution: the prior year's audited annual contribution.

2. Board: Board of Directors of the Utah Counties Indemnity Pool.

3. CEO: the Chief Executive Officer of the Utah Counties Indemnity Pool.

4. ~~CFO: the Chief Financial Officer of the Utah Counties Indemnity Pool.~~

5. Change in Net Annual Contributions: the change in the Net Annual Contributions of the most recent budget from the prior year Net Annual Contributions.

6. Claim Reserve Deterioration Fund: a notional fund shown on the UCIP financial statements as restricted funds. Net Assets are reduced by the Claim Reserve Fund when calculating ratios for the purpose of determining dividends to assure adequate funds are maintained after any dividend distribution to account for deterioration of claims reserves in excess of the actuarially expected reserves.

7. Combined Ratio: the total member contributions divided by the total operating expenses shown in the audited financial statements of any financial year.

8. Dividend: distribution of UCIP Net Assets to UCIP members.

9. Gross Change in Net Assets: the change in the Net Assets of the most recent audited financial statements from the prior year audited net assets.

10. Management Ratios: targeted ratios adopted under this policy to manage UCIP's Net Assets in a range that is adequate but not excessive.

11. Net Annual Contribution to Net Assets Ratio: total member contributions approved on the most recent budget, minus budgeted reinsurance premiums, divided by net assets.

12. Net Assets: equity or surplus balances, identified as net position, ~~of~~ on UCIP's most recent ~~which exceed liabilities on its~~ audited financial statements~~.~~, reduced by amounts designated as the Claims Reserve Deterioration Fund and Rate Stabilization Fund.

13. Net Assets to Gross Annual Contributions Ratio: Net Assets divided by the total member contributions approved on the most recent budget.

14. 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.

15. Reserves to Net Assets Ratio: the total reserves for losses and loss adjustment expenses on the most recent audited financial statements divided by the net assets.

16. Retention to Net Assets Ratio: the liability self-insured retention divided by the net assets.

17. UCIP: means the Utah Counties Indemnity Pool.

SECTION F POLICY STATEMENTS

1. The Board shall review the audited Net Assets as part of the member rate setting process. The Board may use the member contribution rate setting process, Claim Reservice Deterioration Fund, Rate Stabilization Fund, and the Dividend Plan to manage and control Net Assets.

2. The Board conducts a member rate setting process annually in order to determine annual member contributions in accordance with the UCIP Interlocal Agreement. In addition to the actuarial rate analysis, competitive factors and all other factors which impact the rate setting decision process, the Board shall review the audited Net Asset position in relation to this policy as part of their annual member contribution rate setting process.

3. The Claim Reserve Deterioration Fund may be used to assure designated reserves are adequate to pay all claims assumed. This fund will be shown as a restricted fund separately on the financial statements from the claim reserves, and will show the difference, if any, between the "expected" loss reserves identified by the actuary and the amount of reserves the Board approves to dedicate. The "expected" level provides a 60% confidence level that the reserves are adequate to pay all claims assumed. The Board should consider approving reserves in the 80% to 90% confidence level when UCIP performance allows.

4. 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.

5. When determining if Net Assets are within the ranges identified in this policy, audited Net Assets shall be compared to the prior year's audited annual contributions.

6. The Dividend Plan should be used to return excess Net Assets to members~~ in the manner described in the Dividend Policy~~.

7. If Net Assets exceed 200% of annual contributions, the Board may issue dividends.

8. If Net Assets exceed 250% of annual contributions, the Board shall issue dividends unless the Board has specific needs for such surplus as described in the Net Asset Management Policy.

9. The Board shall not issue dividends in an amount that would cause any of the Management Ratios outside the targeted range. decrease the Net Assets to Gross Annual

Contributions Ratio below 150% or increase the Net Annual Contribution to Net Assets Ratio above 300%, the Retention to Net Assets Ratio above 10% or the Reserves to Net Assets Ratio above 300%.

10. Dividends may be issued as experience dividends, equity dividends and/or member in good standing dividends.

a. Experience dividend. Members with loss ratios significantly below the average member loss ratio would be eligible for an experience dividend. Average member loss ratio would be calculated on the year in which the dividend is issued and on a multi-year basis, at the Board's discretion.

To receive an experience dividend a member must.

(i) Continue membership in UCIP for the prospective year;

(ii) Maintain a loss ratio significantly below the average member loss ratio; and

(iii) Comply with specified Best Practices Program requirements as determined by the Board.

b. Equity Dividend. If after the Experience Dividend is provided, Net Assets remain in excess of 200%, the Board may issue an Equity Dividend to the membership. If after the Experience Dividend is provided, Net Assets remain in excess of 250%, the Board shall issue an Equity Dividend to the membership unless the Board has specific needs for such surplus as described in the Net Asset Management Policy. For purposes of the Equity Dividend, equity will be calculated in accordance with the equity calculation in the Interlocal Agreement.

To receive an Equity Dividend a Member must:

(i) Continue membership in the Pool for the prospective year; and

(ii) Have an individual equity to annual contribution ratio of at least 100%.

c. Member in Good Standing Dividend. At the time the Board issues an Experience and/or Equity Dividend the Board may also issue a Member in Good Standing Dividend to Members who are not eligible for an Experience Dividend or Equity Dividend at the time of issuance of other dividends. A Member in Good Standing Dividend may not exceed $1,000 per Member.

To receive a Member in Good Standing Dividend a Member must:

(i) Continue membership in the Pool for the prospective year.

11. Limitations on Dividends. The total of Experience Dividends, Equity Dividends and Member in Good Standing Dividends shall not deplete the Pool's total Net Assets below 100% of annual contributions.

12. When determining if Net Assets are within ranges identified in this policy, audited Net Assets shall be compared to the prior year's audited annual contribution.

SECTION G PROCEDURES AND RESPONSIBILITIES

1. The Board has adopted the following Management Ratios and targeted ranges:

a. Change in Net Annual Contribution (>-33% & <33%);

b. Combined Ratio (<100%);

c. Gross Change in Net Assets (>-10% & <50%)

d. Net Annual Contribution to Net Assets Ratio (< 300%);

e. Net Assets to Gross Annual Contribution Ratio (>50% & <250%);

f. Reserves to Net Assets (<300%); and

g. Retention to Net Assets (<10%)

2. The Board shall review Net Assets to Annual Contribution ratios annually following acceptance by the Board of audited financial statements, and prior to the calendar year end after acceptance of the audited financial statements.

3. Net Assets should not exceed 250% of Annual Contributions unless the Board has specific needs for such surplus which may include but not be limited to the following:

a. Expectation of new membership;

b. Development of a new line of coverage;

c. Development of new or expanded coverage;

d. Change or restructuring of the reinsurance program, particularly of UCIP's self-insured retention; or

e. Development of new or expanded services.

3. Net Assets should not fall below 50% of Annual Contributions. If Net Assets do fall below 50%, the Board shall immediately implement a plan to increase Net Assets.

SECTION H REVISION HISTORY

2. Adopted: December 15, 2016

3. Revised: October 25, 2018

4. Revised: June 18, 2021

5. Revised: February 15, 2024

SECTION I APPENDICES

2. There are no appendices to this policy

TERMS APPLICABLE TO ALL LIABILITY COVERAGE PARTS

1. CLAIMS MADE COVERAGE

a. All liability coverage provided by the **Coverage Addendum** including COVERAGE PART III PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE SECTION A. 2. A., COVERAGE PART IV AUTOMOBILE LIABILITY, COVERAGE PART V GENERAL LIABILITY, COVERAGE PART VII PUBLIC OFFICIALS LIABILITY and COVERAGE PART VIII EMPLOYEE BENEFITS LIABILITY of the **Coverage Addendum** provide "Claims made" coverage. The coverages provided by those SECTIONS are limited to **Claims** first made against a **Covered Party** while the **Coverage Addendum** is in force.

With respect to COVERAGE PART IV AUTOMOBILE LIABILITY, COVERAGE PART V GENERAL LIABILITY, COVERAGE PART VII PUBLIC OFFICIALS LIABILITY and COVERAGE PART VIII EMPLOYEE BENEFITS LIABILITY, a **Claim** shall be considered as being first made when a third-party gives notice in writing to the **Member** that a **Claim** has been made against a **Covered Party**. All **Claims** arising out of the same **Occurrence** or **Wrongful Act** are considered to be one **Claim** and are considered to have been made when the first such **Claim** is made. With respect to COVERAGE PART III PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE SECTION A.2.a, a **Claim** shall be considered as being first made as stated in SECTION A .2. a. and SECTION C of that Coverage Part. The terms, conditions and limits of the **Addendum** that apply to any **Claims** are those in effect when the **Claim** is first made.

b. COVERAGE PART III PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE of the **Coverage Addendum** apply to a **Claim** only if the **Privacy or Security Event** or **Cyber Extortion Threat** giving rise to the **Claim** took place after the retroactive date shown in COVERAGE PART III number 3 LIMITS OF LIABILITY/RETROACTIVE DATE and before the **Member's** withdrawal or termination from the **Pool**.

c. COVERAGE PART IV AUTOMOBILE LIABILITY, COVERAGE PART V GENERAL LIABILITY, and COVERAGE PART VI LAW ENFORCEMENT LIABILITY of the **Coverage Addendum** apply to a **Claim** only if the **Occurrence** giving rise to the **Claim** took place after the retroactive date shown below and before the **Member's** withdrawal or termination from the **Pool**.

Beaver County	July 1, 2013	Morgan County	July 1, 2013
Box Elder County	July 1, 2013	Piute County	July 1, 2013
Daggett County	July 1, 2013	Rich County	July 1, 2013
Davis County	July 1, 2013	San Juan County	July 1, 2013
Duchesne County	July 1, 2013	Sanpete County	July 1, 2013
Emery County	July 1, 2013	Sevier County	July 1, 2013

Garfield County	July 1, 2013	Uintah County	July 1, 2013
Iron County	July 1, 2013	Wasatch County	July 1, 2013
Juab County	July 1, 2013	Washington County	July 1, 2013
Kane County	July 1, 2013	Wayne County	July 1, 2013
Millard County	July 1, 2013	Weber County	July 1, 2013

Beaver County Municipal Building Authority	July 1, 2013
Box Elder County Redevelopment Agency	January 1, 2016
Box Elder County Special Service District	January 29, 2019
Canyon Land Improvement District	January 1, 2015
Cedar Mountain Fire Protection District	January 1, 2022
Central Utah Public Health Department	July 1, 2013
Daggett County Redevelopment Agency	February 21, 2018
Duchesne County Municipal Building Authority	July 1, 2013
Duchesne/Wasatch Bluebench Landfill Special Service District	July 1, 2013
Emery County Municipal Building Authority	July 1, 2013
Emery Emergency Medical Special Service District	January 1, 2024
Five County Association of Governments	January 1, 2016
Grand County Emergency Medical Services Special Service District	January 1, 2019
Iron County Special Service District #1	July 1, 2013
Iron County Special Service District #3	January 1, 2022
Juab Special Service District #2	July 1, 2013
Juab Special Service Fire District	July 1, 2013
Kane County Municipal Building Authority	July 1, 2013
Kane County Recreation & Transportation Special Service District	January 1, 2015
Multi County Appraisal Trust	May 20, 2019
Panguitch Lake Fire Protection District	September 23, 2022
Piute County Municipal Building Authority	July 1, 2013
Piute Special Service District #1	October 10, 2017
San Juan Spanish Valley Special Service District	February 12, 2018
San Juan Transportation Special Service District	January 1, 2015
Sanpete County Municipal Building Authority	January 1, 1992
San Rafael Special Service District	April 21, 2022
Seven County Infrastructure Coalition	April 14, 2015
Sevier County Municipal Building Authority	July 1, 2013
Southeastern Utah District Health Department	July 1, 2013
Southwest Utah Public Health Department	July 1, 2013
Taylor West Weber Park District	January 24, 2023
TriCounty Health Department	July 1, 2013
Uintah County Municipal Building Authority	July 1, 2013
Utah Counties Indemnity Pool	July 1, 2013
Wasatch County Health Department	July 1 2013
Wasatch County Parks & Recreation Special Service District #21	April 1, 2016
Wasatch County Solid Waste Disposal District	April 1, 2016
Wasatch County Special Service Area #1	April 1, 2016

Wasatch County Special Service District #9	January 1, 2017
Washington County Municipal Building Authority	July 1, 2013
Wayne County Municipal Building Authority	July 1, 2013
Wayne County Special Service District #1	July 1, 2013
Wayne County Special Service District #3	April 3, 2018
Wayne County Water Conservancy District	July 1, 2013
Weber County Municipal Building Authority	July 1, 2013
Weber Human Services	January 1, 2015
Weber-Morgan Health Department	July 1, 2013

d. COVERAGE PART VII PUBLIC OFFICIALS LIABILITY and COVERAGE PART VIII EMPLOYEE BENEFITS LIABILITY of the **Coverage Addendum** apply to a **Claim** only if the **Wrongful Act** giving rise to the **Claim** occurred after the retroactive date shown and before the **Member's** withdrawal or termination from the **Pool**.

Beaver County	January 1, 1992	Morgan County	January 1, 2003
Box Elder County	January 1, 1992	Piute County	January 1, 1992
Daggett County	January 1, 2000	Rich County	January 1, 1992
Davis County	January 1, 1992	San Juan County	January 1, 1992
Duchesne County	January 1, 1992	Sanpete County	January 1, 1992
Emery County	January 1, 1992	Sevier County	January 1, 1992
Garfield County	January 1, 1992	Uintah County	January 1, 1992
Iron County	January 1, 1992	Wasatch County	January 1, 1992
Juab County	January 1, 1993	Washington County	January 1, 1992
Kane County	January 1, 1992	Wayne County	January 1, 1992
Millard County	January 1, 1993	Weber County	January 1, 1998

Beaver County Municipal Building Authority	January 1, 1992
Box Elder County Redevelopment Agency	January 1, 2016
Box Elder County Special Service District	January 29, 2019
Canyon Land Improvement District	January 1, 2015
Cedar Mountain Fire Protection District	January 1, 2022
Central Utah Public Health Department	July 1, 2003
Daggett County Redevelopment Agency	February 21, 2018
Duchesne County Municipal Building Authority	January 1, 1992
Duchesne/Wasatch Bluebench Landfill Special Service District	August 1, 1998
Emery County Municipal Building Authority	January 1, 1992
Emery Emergency Medical Special Service District	January 1, 2024
Five County Association of Governments	January 1, 2016
Grand County Emergency Medical Services Special Service District	January 1, 2019
Iron County Special Service District #1	January 1, 1992
Iron County Special Service District #3	January 1, 2022
Juab Special Service District #2	January 1, 1993
Juab Special Service Fire District	January 1, 2001
Kane County Municipal Building Authority	January 1, 1992

Kane County Recreation & Transportation Special Service District	January 1, 2015
Multi County Appraisal Trust	May 20, 2019
Panguitch Lake Fire Protection District	September 23, 2022
Piute County Municipal Building Authority	January 1, 1992
Piute Special Service District #1	October 10, 2017
San Juan Spanish Valley Special Service District	February 12, 2018
San Juan Transportation Special Service District	January 1, 2015
Sanpete County Municipal Building Authority	January 1, 1992
San Rafael Special Service District	April 21, 2022
Seven County Infrastructure Coalition	April 14, 2015
Sevier County Municipal Building Authority	January 1, 1992
Southeastern Utah District Health Department	July 1, 2003
Southwest Utah Public Health Department	July 1, 2003
Taylor West Weber Park District	January 24, 2023
TriCounty Health Department	July 1, 2003
Uintah County Municipal Building Authority	January 1, 1992
Utah Counties Indemnity Pool	January 1, 1992
Wasatch County Health Department	July 1, 2003
Wasatch County Parks & Recreation Special Service District #21	April 1, 2016
Wasatch County Solid Waste Disposal District	April 1, 2016
Wasatch County Special Service Area #1	April 1, 2016
Wasatch County Special Service District #9	January 1, 2017
Washington County Municipal Building Authority	January 1, 1992
Wayne County Municipal Building Authority	January 1, 1992
Wayne County Special Service District #1	January 1, 1992
Wayne County Special Service District #3	April 3, 2018
Wayne County Water Conservancy District	January 1, 1992
Weber County Municipal Building Authority	January 1, 1998
Weber-Morgan Health Department	July 1, 2003

2. LIMITS OF COVERAGE

a. The Limits of Coverage shown in each Liability Coverage Part set forth the most the **Pool** will pay regardless of the number of:

(i) **Members**;

(ii) **Claims** made or suits brought; or

(iii) Persons or organizations making **Claims** or bringing suits.

b. The **Pool's** obligation to indemnify as the result of any one **Occurrence**, **Wrongful Act**, **Privacy or Security Event** or **Cyber Extortion Threat** is limited as described in the Limits of Coverage of each Liability Coverage Part, less the amount of the **Member's** deductible.

3. APPLICATION OF MORE THAN ONE COVERAGE PART

If two or more coverage parts apply to the same claim the maximum limit of liability under all coverage parts shall not exceed the highest applicable limit of liability under any one coverage part.

4. TERRITORIAL SCOPE

This coverage applies to **Occurrences**, **Wrongful Acts**, negligent acts, errors and omissions worldwide for which suit is brought in the United States or for which **Claims** are settled by the **Pool**.

5. DEDUCTIBLE

No deductible applies to any liability coverage part.

6. CLAIMS

a. **Members** must notify the **Pool** in writing as soon as reasonably practicable of an **Accident**, **Occurrence**, **Wrongful Act**, negligent act, error or omission or other circumstance that may result in a **Claim**. To the extent possible, notice should include how, when and where the **Accident**, **Occurrence**, **Wrongful Act,** negligent act, error or omission, or circumstance took place; the names and addresses of any injured persons and witnesses; and the nature and location of any injury or damage arising out of the event. Informing the **Pool** of an **Accident**, **Occurrence**, **Wrongful Act**, negligent act, error or omission or other circumstance that may result in a **Claim** is not notice of a **Claim**.

b. If a **Claim** is received the **Member** shall immediately record the specifics of the **Claim** and the date received and shall notify the **Pool** as soon as practicable. The **Member** and any other involved **Covered Party** shall:

(i) Immediately send the **Pool** copies of any demands, notices, summonses or legal papers received by the **Covered Party** or the **Covered Party's** agent in connection with the **Claim** or suits.

(ii) Authorize the **Pool** to obtain records and other information.

(iii) Cooperate with the **Pool** in the investigation, settlement or defense of the **Claim** or suits.

(iv) Assist the **Pool**, upon its request, in the enforcement of any right against any person or organization which may be liable to the **Member** because of injury or damage to which the **Coverage Addendum** may also apply.

7. INSURANCE

a. If the **Covered Party** has insurance or other coverage against loss or damage covered under the **Addendum**, the **Pool** is liable under the terms of the **Addendum** only as excess of coverage provided by such insurance or coverage. However, this clause does not apply to the insurance or coverage purchased to apply specifically in excess of the Limits of Coverage stated in the **Addendum**.

b. When the coverage under the **Addendum** is excess over insurance or other coverage, the **Pool** will have no duty to provide assistance defense counsel to the **Member** against any suit if any insurer or other coverage has a duty to defend a **Covered Party** against that suit. If no insurer or other coverage defends, the **Pool** will undertake to provide assistance defense counsel in accordance with the **Addendum**, but the **Pool** will be entitled to the **Member's** rights against all those insurers or other entities providing coverage.

c. When the coverage under the **Addendum** is excess over insurance or other coverage, the **Pool** will pay only the **Pool's** share of the amount of the loss, if any, that exceeds the sum of:

(i) The total amount that all such insurance or other coverage would pay for the loss in the absence of this coverage; and

(ii) The total of all deductible and self-insured amounts under all that insurance or other coverage.

8. GOVERNMENTAL IMMUNITY ACT OF UTAH

The **Pool's** obligation to indemnify is first limited by the Governmental Immunity Act of Utah, Utah Code Annotated §63G-7-101 et seq. Nothing in the **Coverage Addendum** is meant to waive the rights or immunities of any **Covered Party** or the **Pool** provided by the Act. Liability limits provided in excess of the limitations set out in the Act are provided solely for **Claims** not limited by the Act, including federal **Claims** or **Claims** filed in another state where neither the Governmental Immunity Act of Utah or any similar governmental immunity or tort limitation act of that state apply.

9. CROSS LIABILITY

a. In the event of liability being incurred by reason of injury suffered by any employee of one **Member** which does not arise out of the injured employee's employment, for which another **Member** is liable, then the **Addendum** shall indemnify the **Member** for that liability in the same manner as if separate agreements had been issued to each **Member**.

b. In the event of liability being incurred by reason of **Property Damage** to **Property** belonging to any **Member** for which another **Member** is liable, then the **Addendum** shall indemnify the **Member** in the same manner as if separate agreements had been issued to each **Member**.

c. Nothing contained in this condition shall operate to:

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

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

10. DEFENSE, JUDGEMENT AND SETTLEMENT

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

(i) The **Pool** shall not be obligated to pay any settlement or portion of any settlement unless the **Pool** has given prior written consent to the settlement. A Member's settlement of a claim without the Pool's prior written consent is considered a waiver of any obligation to pay any other claims, suits, judgements, subrogation claims and in tender of claims under an indemnification agreement that arise out of the occurrence, as the settlement would prejudice the Pool's ability to defend the Member in those claims;

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

(iii) The **Pool** shall not be obligated to pay or indemnify a **Member** any recovery of

judgement paid or defense costs under Utah Code Annotated §63G-7-903.

b. The Limits of Coverage shall include all costs, attorney's fees and expenses awarded to an adverse party in a litigated or contested **Claim**. All costs, attorney's fees and expenses incurred in the defense of a litigated or contested **Claim**, shall be excess of the Limits of Coverage set forth.

11. BANKRUPTCY

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

EXCLUSIONS APPLICABLE TO ALL LIABILITY COVERAGE PARTS

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, 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 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

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

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.

a. ~~That a **Covered Party** would have in the absence of the contract or agreement; or~~

b. ~~Assumed in a contract or agreement that is a **Covered Contract**, provided the **Bodily Injury** or **Property Damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in a **Covered Contract**, reasonable attorney's fees and necessary litigation expenses incurred by or for a party other than a **Covered Party** are deemed to be **Damages** because of **Bodily Injury** or **Property Damage**, provided:~~

(i) ~~Liability to such party for, or for the cost of, that party's defense has also been assumed in~~

~~the same **Covered Contract**; and~~

(ii) ~~Such attorney's fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which **Damages** to which this coverage applies are alleged.~~

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, damage, loss, cost or expense which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any Perfluoroalkyl or Polyfluoroalkyl Substance.

20. Any loss, 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 Substance by any Covered Party or by any other person or entity.

DEFINITIONS APPLICABLE TO ALL LIABILITY COVERAGE PARTS

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 Contract**: that part of any contract or agreement that is usual and customary to the **Member's** operations under which the **Member** assumes the tort liability of another party to pay **Damages** because of **Bodily Injury** or **Property Damage**. Tort liability means liability that would be imposed by law in the absence of any contract or agreement. A Covered Contract does not include a contract for medical treatment provided in a correctional facility.~~

5. **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.

6. **Damages**: all sums recoverable by law from any liability covered under the **Addendum** excluding:

a. Punitive damages;

b. ~~Any sums awarded for p~~Plaintiff's attorney fees ~~under 42 U.S. Code, Section 1988~~ in any case in which covered monetary damages are not specifically sought~~ or not awarded~~;

c. Fines, penalties or sanctions;

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.

7. **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.

8. **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.

9. **Mobile Equipment**: any of the following types of land vehicles, including any attached machinery or equipment:

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 or persons or cargo.

10. **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.

11. **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.

12. Perfluoroalkyl or Polyfluoroalkyl Substance (PFAS):

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, such as perfluorooctanoic acid and its salts, or perfluorooctane sulfonic acid and its salts;

(iii) Perfluoropolyethers;

(iv) Fluorotelomer-based substances;

(v) Side-chain fluorinated polymers; or

b. Good or product, including containers, materials, parts or equipment furnished in connection with any such good or product, that consists of or contains any chemical or substance described in paragraph a. above.

13. **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.

14. **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**.

15. **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).

16. **Unmanned Aircraft**: an aircraft that is not controlled by a person from within or on the aircraft.

17. **Unmanned Aircraft System**: an **Unmanned Aircraft** and the equipment necessary for the safe and efficient operation of that aircraft.

18. **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.

Be it enacted by the Legislature of the state of Utah:

Section 1. Section **11-13-226** is amended to read:

11-13-226. Competitive procurement -- Subject to state procurement code -- Exception.

(1) The governing board of each interlocal entity shall adopt rules or policies for the competitive public procurement of goods and services required for the operation of the interlocal entity.

(2) Subject to Section 11-13-316, an interlocal entity is subject to and shall comply with Title 63G, Chapter 6a, Utah Procurement Code, unless the board rules or policies adopted under Subsection (1) include provisions to:

(a) establish a procurement officer of the interlocal entity and define the duties of the procurement officer;

(b) define the values of procurement thresholds used to determine the method of procurement the interlocal entity will use based on those thresholds;

(c) address small purchases and establish small purchase thresholds and methods applicable to small purchases;

(d) establish a procurement method that uses only objective criteria to award a contract to the lowest responsible bidder that submits a responsive bid;

(e) establish a procurement method that allows subjective criteria to award a contract to the vendor that submits the highest scoring proposal, including:

(i) a selection or evaluation committee of at least three individuals; and

(ii) documented independent scoring by the selection or evaluation committee to determine best value;

(f) establish a method to allow for the cancellation of a solicitation;

(g) establish a method for creating a list of approved, qualified vendors;

(h) establish a method to request information before initiating a procurement process;

(i) allow the purchase of a procurement item under a state cooperative contract, as defined in Section 63G-6a-103, or another government approved contract that results from a competitive process;

(j) establish a procurement appeals process;

(k) establish documentation requirements applicable to procurements;

(l) establish notice requirements relating to the interlocal entity's issuance of a solicitation;

(m) require that a procurement be awarded based on the criteria included in a solicitation;

(n) allow for a procurement from a single source under documented and properly noticed conditions;

(o) allow for an emergency procurement under documented conditions;

(p) prohibit a cost-plus-percentage-of-cost contract and a cost-reimbursement contract, with exceptions similar to exceptions under Subsections 63G-6a-1205(5) and (6);

(q) limit the length of a contract, allowing for documented exceptions;

(r) require that the total value of the contract over the entire contract period determines the procurement threshold;

(s) prohibit dividing a procurement into multiple procurements to avoid an applicable procurement threshold;

(t) prohibit the acceptance of bribes, gifts, or other favors from a vendor in exchange for favorable treatment on a procurement;

(u) describe bond requirements for a construction contract; and

(v) establish standard terms and conditions for a contract with the interlocal entity.

Section ~~{1}~~2. Section **63G-6a-103** is amended to read:

63G-6a-103. Definitions.

As used in this chapter:

(1) "Approved vendor" means a person who has been approved for inclusion on an approved vendor list through the approved vendor list process.

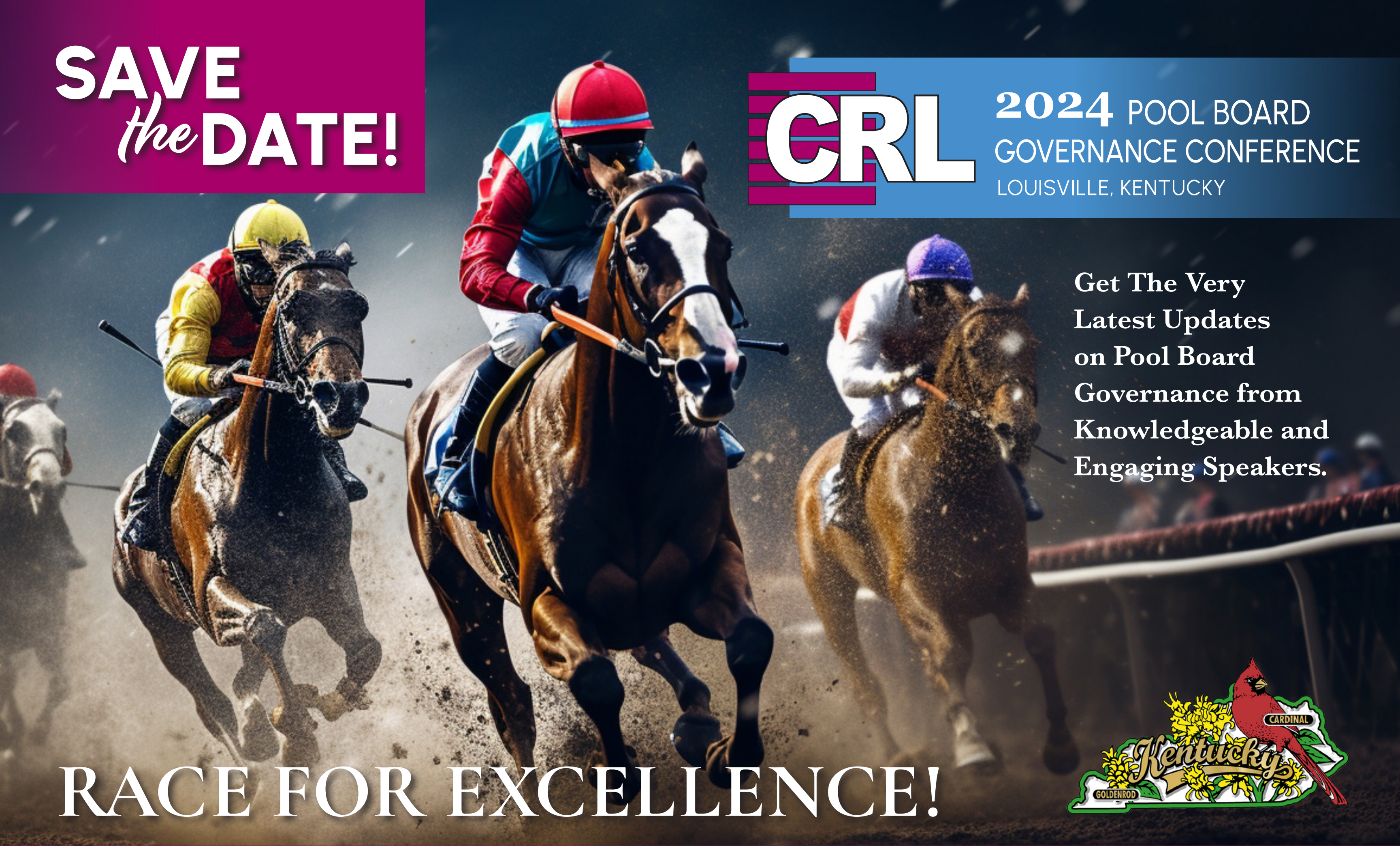
(2) "Approved vendor list" means a list of approved vendors established under Section 63G-6a-507.

(3) "Approved vendor list process" means the procurement process described in Section 63G-6a-507.

(4) "Bidder" means a person who submits a bid or price quote in response to an invitation for bids.

(5) "Bidding process" means the procurement process described in Part 6, Bidding.

(6) "Board" means the Utah State Procurement Policy Board, created in Section



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