Six-Seven County Infrastructure Coalition Meeting  
March 6, 2015  
Carbon County Event Center  
Price, Utah

Final Minutes

Voting Board Members present: Bruce Adams, Mike McKee, Casey Hopes, Keith Brady, Ron Winterton, Jack Lytle

Also present: Eric Johnson, Tami Ursenbach, Seth Oveson

1) Welcome – Bruce Adams

Bruce Adams welcomed everyone to the meeting. A motion was made by Ron Winterton to approve the agenda, Casey Hopes seconded. Motion carried.

2) Minutes - Bruce Adams

Bruce Adams made a correction to the minutes from February 6, 2015, on page 3, paragraph 2 change Jones & DeMiller to Jones & DeMille. Mike McKee made a motion to approve the minutes from the February 6, 2015 meeting. Keith Brady seconded. Casey Hopes and Jack Lytle abstained; they were not in attendance at the Feb. 6 meeting. Motion carried.

3) Finance Director Report and approval of expenses – Seth Oveson

Seth reported on the financial activity for the past two months which included the deposits, one from UDOT, the profit and loss statement, balance sheet, accounts payable and reconciliation.

Mike McKee would like to see the CIB money tracked each month and a balance given. Seth will have that break down and total next month.

Keith Brady made a motion to accept the financial report. Ron Winterton seconded. Motion carried.

4) Report on Coalition Website – Seth Oveson

Bruce and Seth have discussed the creation of a Coalition website in order to facilitate getting information out to the different entities and to be able to post agendas, minutes, audio files and engineering links. There isn’t a logo yet but the information and ideas can be gathered now so that it is ready to go.

Bruce thinks a website would be very valuable and will help speed up the requests being received for information. It was asked if the Board is approving any funding for the project which could cost up to $200 a year. Eric said that funding can be authorized today.

Commissioner McKee made a motion to approve the necessary funding to get the web page up and running. Ron Winterton seconded. Motion carried.

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Designs for a logo and web page will be submitted by Commissioner Keith Brady and Treasurer Seth Oveson at the next meeting.

5) Monthly Report on Infrastructure Study – Jones & DeMille

Brian from Jones & DeMille said they are trying to gather information as quickly as they can. They have met with all the Counties except for Emery and that meeting is scheduled for March 17. They are trying to gather priorities and information from county leadership, taking localized ideas and growing them up into a regional concept.

This is a major team effort which needs to be in sync and efficient. They have begun a data gathering process from Federal, State and local entities identifying all infrastructure entities throughout all the Coalition counties. They are working to identify cultural hot spots so issues can be avoided in existing and future corridors. They are in the process of identifying potential projects that the Coalition needs to be aware of including highway, pipelines, railroad and power generation. It has been surprising to them on how inadequate the power transmission facilities are throughout the region along with the generation of power.

They will continue to gather data and look forward to working with the new Executive Director.

Bruce asked if there are any commonalities or surprises that he can share. Brian said they have been surprised by the inadequacies of the transmission facilities for power. Going from Daggett County to San Juan County, there are deficiencies in the ability to transmit and transport power into strategic locations. They are trying to understand the magnitude of these limitations.

The timing couldn’t be more important because of the public lands initiative. We need to make sure that corridors are not closed off. It would be good for Jones and DeMille to look at what the baseline is. We need to understand all the factors involved.

Brian said one interesting issue they are finding is that corridors are mapped incorrectly in some areas. For example, Ridge Road (Carbon County) is not known as an infrastructure corridor. There are incongruities that they will identify and make recommendations. Everything is on the table when it comes to the transportation of product whether that is by highway, rail or pipelines.

Bruce was also wondering if we need to look at the broadband or microwave abilities to move information. For Daggett County this would be huge. It would be good to know where these sites are and where there is broadband. A lot are carried within the TV corridor.

Brian said there is a continual shift in technology and they will look at broadband. Losing TV transmission would be serious for most rural counties.

6) Resolution to appoint Executive Director and approve Employment Agreement – Eric Johnson

Eric explained that the Executive Director position was advertised as required, several applications were received and all applicants were interviewed. The recommendation by the co-chairs for the Executive Director position is Ralph Okerlund. Eric has written a resolution that

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upon approval will appoint Mr. Okerlund to the position. Mr. Okerlund asked that he be excused from today’s meeting due to a previous engagement.

Bruce Adams wants the Board to understand that the applicants that were interviewed were extremely qualified. They were all knowledgeable and knew what the Coalition wanted. They had expertise backgrounds and there were no wrong choices. Eric said applicants came from both public and private sectors. Mike McKee echoed these comments. It was a joy to meet and interview each of them.

The start date for the job is March 16 and the employment agreement needs to be approved.

Mr. Okerlund will not need medical insurance. He is an at-will employee meaning that the Board can terminate the employee at any time, for any reason or for no reason at all. This agreement also anticipates that the Coalition will provide a four wheel drive vehicle for travel, a cell phone, computer, an email account and other items needed in order to do business.

This is an active position requiring traveling to the counties in order to see things first hand and meet everyone’s needs. Mr. Okerlund is excited to do this. He represents rural Utah in the Senate.

There is concern that a conflict exists between the Executive Director duties and Mr. Okerlund’s position in the State Senate. He indicated to Eric that he had checked with legal counsel and they didn’t see any problem. There may be issues if the Coalition were to present legislation, which may cause disclosure issues. There is concern that Mr. Okerlund has been employed by Jones & DeMille Engineering in the past but he wasn’t involved in the current contract with them. There is not a concern with him supervising and coordinating with Jones & DeMille at this time. Eric said the standard protocol when someone transitions from public to private sector is that they would sequester themselves for one year from dealings and interacting with their former or current employer. In the motion someone may want to move that standard protocol apply if Jones and DeMille were to make a proposal in the next year.

Casey Hopes asked if there were any concerns about Mr. Okerlund’s availability when he is in session as a Senator. Eric said they recognized the three months he may be occupied but there are many benefits with what he is doing on the Hill and feels that this is compatible. Gordon Walker also felt that it would be compatible.

Bruce said we need to see if this is a good fit for the Coalition and look at it objectively. We are not tied into anything we can’t change if it isn’t working. Seth has been authorized in a previous meeting to help with acquiring a phone, vehicle and other necessary items.

Casey Hopes made a motion to accept the Resolution to appoint Mr. Ralph Okerlund as the Executive Director and approve the employment agreement with a one year sequester because of his previous employment with Jones & DeMille and have Eric complete the contract with him. Ron Winterton seconded. Motion carried.
7) **Motion for closed (executive) session pursuant to §52-4-205 – Eric Johnson**

Jack Lytton made a motion to go into closed session. Ron Winterton seconded. All in favor were: Casey Hopes, Mike McKee, Bruce Adams, Ron Winterton, Jack Lytton, and Keith Brady. Motion carried.

Casey Hopes made a motion to reconvene to an open session. Keith Brady seconded. Motion carried.

Concerning the motion for the approval of the Executive Director, Eric explained and clarified the severance component of the employment agreement. Mike asked that a performance clause be added to the employment agreement stating that if there was a concern by the Board that the person was not performing properly, then the severance payment would not apply.

The meeting was opened for public comment. It was suggested that the public comment be limited to three minutes with the understanding that no action could be made. The public comment item could be held before or after the closed session.

Mike Roberts from the 670 LLC stated that the Coalition has tremendous potential to do good things for constituents. He gave an update on the DC Express Pipeline. He said it is internally funded and is on schedule, engineering is 30% to 40% complete which is sufficient for the bid process to begin in the next couple of months. Private right of way acquisitions are 70% complete. The majority of studies have been done and the rest will be completed in the next 120 days. Completion is still slated for the 2\textsuperscript{nd} or 3\textsuperscript{rd} quarter of 2016. He is still interested in working with the new Executive Director.

8) **Motion to Adjourn**

Casey Hopes made a motion to adjourn.

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Bruce Adams, Co-Chair

Seth Oveson, Treasurer

Mike McKee, Co-Chair

Draft minutes of the March 6, 2015 Six-Seven County Infrastructure Coalition – page 4 of 4.
SIX COUNTY INFRASTRUCTURE COALITION
RESOLUTION APPROVING INSURANCE POLICY.
February 6, 2015

Resolution No. 2015-02-06A

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SIXTH AMENDED INTERLOCAL COOPERATION AGREEMENT WITH OTHER MEMBERS OF UTAH COUNTIES INDEMNITY POOL, RELATING TO THE ESTABLISHMENT, FUNDING AND OPERATION OF UTAH COUNTIES INDEMNITY POOL

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, and the Utah Insurance Code, Title 31A, Chapter 1, et seq., Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements to provide services and facilities; and

WHEREAS, the County Commission of Carbon County, Utah has sponsored by resolution, the Six County Infrastructure Coalition, Utah as a separate member of the Utah Counties Indemnity Pool.

WHEREAS, the Board of Trustees of the Utah Counties Indemnity Pool has approved membership eligibility of the Six County Infrastructure Coalition, Utah as a non-equity, non-voting county related entity.

WHEREAS, the Governing Board of the Six County Infrastructure Coalition, Utah, has determined that the interests and welfare of the public within the entity’s jurisdiction will best be served by a Sixth Amended Interlocal Cooperation Agreement with other members of Utah Counties Indemnity Pool relating to the establishment, funding and operation of Utah Counties Indemnity Pool.
NOW, THEREFORE, be it resolved by the Governing Board of the Six County Infrastructure Coalition approve and authorize the Co-Chairs of its Governing Board to execute a Sixth Amended Interlocal Cooperation Agreement with other members of Utah Counties Indemnity Pool relating to the establishment, funding and operation of Utah Counties Indemnity Pool.

APPROVED AND ADOPTED this February 6, 2015.

CO-CHAIR OF THE SIX COUNTY INFRASTRUCTURE COALITION

By: 

Bruce Adams, Co-Chair

CO-CHAIR OF THE SIX COUNTY INFRASTRUCTURE COALITION

By: Mike McKee, Co-Chair

ATTEST:

By: Seth Oveson

APPROVED AS TO FORM:

By: Eric Johnson, Legal Counsel
Six County Infrastructure Coalition - Membership Coverage Summary

The UCIP Board of Trustees and Staff welcomes the Six County Infrastructure Coalition as a member of the group self-insurance pool created by counties, governed by counties, for counties and county related entities. UCIP is an interlocal agency providing a group self-insurance fund to cover losses as an alternative to purchasing insurance. UCIP membership also provides a wide range of risk management services including access to joint purchase of insurance at discounted cost, risk management consulting services, safety training and inspection services, and pre-suit legal assistance.

The following is a summary of coverage to be provided to Six County Infrastructure Coalition as a member of UCIP. This Summary is for information purposes only, please see the UCIP Interlocal Agreement, Bylaws and Bylaws Coverage Addendum for detail of coverage, available on the UCIP website at www.ucip.utah.gov.

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Total $9,583

Six County Infrastructure Coalition's membership application indicated it owns no buildings, equipment, mobile equipment or automobiles. If SCIC does procure such property, coverage will be provided based on the value of the property owned. Auto Liability is provided to cover Hired and Non-owned auto exposures, such as SCIC Board members using or renting vehicles when attending meetings related to Coalition business.

SCIC's membership application also indicated it has no employees. We have included crime coverage which will cover the handling of SCIC funds by the SCIC Treasurer. The Public Officials E&O will cover the SCIC Board for employment practices liability if it decides to begin the hiring process.
SIXTH AMENDED INTERLOCAL COOPERATION AGREEMENT

THIS IS THE SIXTH AMENDED INTERLOCAL COOPERATION AGREEMENT made and entered into by and between members of the Utah Counties Indemnity Pool, a political subdivision of the State of Utah, each of which hereby agrees to abide by the terms and conditions of this Sixth Amended Agreement and all actions taken pursuant hereto.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et. seq., 1953 as amended, the Governmental Immunity Act, § 63-30-1 et. seq., 1953 as amended, and the Utah Insurance Code, Utah Code Ann. § 31A-1-103, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action to establish a liability reserve fund (referred to in the Code as a "public agency insurance mutual"); and

WHEREAS, the governing bodies of counties located in the State of Utah, by entering into an Interlocal Cooperation Agreement, formed the Utah Association of Counties Insurance Mutual, which began operations on or about January 1, 1992, as a public agency insurance mutual; and

WHEREAS, the governing bodies of the Members of the Utah Association of Counties Insurance Mutual, on or about August, 21, 2003, amended the original Interlocal Cooperation Agreement, making various corrections and updating references, by approving and adopting the first Amended Interlocal Agreement; and

WHEREAS, the governing bodies of the Members of the Utah Association of Counties Insurance Mutual amended the first Amended Interlocal Cooperation Agreement, on or about June 2, 2006, changing the name of the Utah Association of Counties Insurance Mutual to the Utah Counties Insurance Pool, by approving and adopting the second Amended Interlocal Agreement; and

WHEREAS, the governing bodies of the Members of the Utah Counties Insurance Pool amended the second Amended Interlocal Cooperation Agreement, on or about January 22, 2008, making various corrections and updating references, by approving and adopting the Third Amended Interlocal Agreement; and

WHEREAS, the governing bodies of the Members of the Utah Counties Insurance Pool amended the Third Amended Interlocal Cooperation Agreement, on or about December 3, 2010, making various corrections and updating references, by approving and adopting the Fourth Amended Interlocal Cooperation Agreement; and

WHEREAS, the Members of the Utah Counties Insurance Pool approved the amendments to the Fourth Amended Interlocal Cooperation Agreement, on or about December 1, 2011, changing the name of the Utah Counties Insurance Pool to the Utah Counties Indemnity Pool, by approving and adopting the Fifth Amended Interlocal Cooperation Agreement; and
WHEREAS, the governing bodies of the Members of the Utah Counties Indemnity Pool now desire to amend the Fifth Amended Interlocal Cooperation Agreement to make various changes, corrections and updating references by approving and adopting this Sixth Amended Interlocal Cooperation Agreement;

NOW, THEREFORE, the parties do mutually agree as follows:

Section 1. EFFECTIVE DATE; DURATION.

1. This Sixth Amended Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of and in accordance with the Interlocal Cooperation Act, upon the:
   a) Submission of this Sixth Amended Interlocal Cooperation Agreement to, and the approval and execution hereof by resolution of the governing bodies of each of the parties
   b) Approved as to form and compliance with applicable law by the attorney for the governmental entity entering into this Agreement; and
   c) Filed with the person who keeps the records of the governmental agency entering into this Agreement, and with the keeper of records of the Pool.

2. The term of this Sixth Amended Interlocal Cooperation Agreement shall be fifty (50) years, pursuant to Utah Code Ann. §11-13-204, 1953 as amended, unless renewed as permitted by law, or until earlier dissolved as provided herein.

Section 2. CREATION OF A SEPARATE LEGAL ENTITY.

The parties to this agreement through their respective governing bodies and pursuant to the provisions of Utah Code Ann. §11-13-203, 1953 as amended, hereby create a legal entity to be known as the Utah Counties Indemnity Pool to provide the services described herein.

Section 3. PURPOSES.

This Sixth Amended Interlocal Cooperation Agreement has been established and entered into between the members of the Utah Counties Indemnity Pool (herein referred to as the Pool) for the following purposes:

1. To comply with the Utah Interlocal Cooperation Act and other applicable laws of the State of Utah; and

2. To ratify the previous formation of a group-funded Pool to fund losses through a joint liability reserve fund for liability losses, joint self-
insurance for loss to member property, joint purchase of insurance; joint-purchase of reinsurance or excess insurance, or other lawful manner, certain liabilities of member Utah counties, as permitted by the Utah Insurance Code and determined by the Board, with the powers set forth in the Amended Bylaws of the Pool (herein referred to as the Amended Bylaws); and

3. To provide, through the Pool, certain claims and risk management services related to the liabilities so funded, and assist members in reducing and preventing such liabilities; and

4. To provide other services and functions as permitted by law.

Section 4. MEMBERS.

1. Membership in the Pool is limited to Utah counties and such other governmental entities allowed under its Amended Bylaws.

2. Members shall have such powers and authorities as provided herein and as set forth in the Amended Bylaws. Such powers shall include, but not be limited to:

a) Voluntarily dissolve the Pool, but only at a meeting at which a majority of all Members, whether present at the meeting or not, vote in favor of the dissolution.

b) Appoint or select members of the Pool Board of Trustees, in accordance with this Agreement, the Amended Bylaws and the Interlocal Cooperation Act.

Section 5. BOARD OF TRUSTEES.

The Pool shall be governed by a Board of Trustees. The Members delegate powers and authorities to the Board of Trustees as provided herein and as set forth in the Amended Bylaws.

1. The Board shall be comprised of thirteen persons in the following manner:

a) One Trustee, appointed by the governing body of Davis County, representing Davis County;

b) One Trustee, appointed by the governing body of Washington County, representing Washington County;

c) One Trustee, appointed by the governing body of Weber County, representing Weber County;
d) One Trustee, elected by Member counties of the third class, representing counties of the third class;

e) One Trustee, elected by Member counties of the fourth class, representing counties of the fourth class;

f) One Trustee, elected by Member counties of the fifth and sixth class, representing counties of the fifth and sixth class;

g) Three Trustees, elected by all Member counties, representing all counties at large;

h) One Trustee, appointed by the Board, shall be an Auditor of a Member county, who serves as the Chair of the Audit Committee;

i) One Trustee, appointed by the Board, shall be a Sheriff of a Member county, who serves as the Chair of the Law Enforcement Committee;

j) One Trustee, appointed by the Board, shall be a County Attorney or Deputy County Attorney of a Member county, who serves as the Chair of the Litigation Management Committee and;

k) One Trustee, appointed by the Board, shall be a Personnel Director of a Member county, who serves as the Chair of the Personnel Committee.

2. The terms of the members of the Board of Trustees shall be as follows:

a) Trustees serving pursuant to subsections (a)-(c) shall serve at the pleasure of the governing bodies of the Member.

b) Trustees serving pursuant to subsections (d)-(g) shall be designated as “Elected Trustees” and serve four-year overlapping terms.

c) Trustees serving pursuant to subsections (h)-(k) shall serve four-year terms and may be reappointed to subsequent terms by the Board.

d) Trustees serving pursuant to subsections (h) and (i) shall serve a four-year term ending on December 31 in even numbered years between presidential elections.

e) Trustees serving pursuant to subsections (i) and (k) shall serve four-year terms ending on December 31 of presidential election years.

3. Each Trustee must be a resident of the State of Utah.
4. No person convicted of a felony may serve as a Trustee.

5. Each Trustee shall be an elected or appointed officer or an employee of a Member.
   a) Trustees serving pursuant to subsections (a)-(c) shall be a member of the Member’s governing body.
   b) Trustees serving pursuant to subsections (d)-(i) shall be elected or appointed officers of the Member.
   c) Trustees serving pursuant to subsections (j)-(k) shall be an elected or appointed officer or an employee of a Member

6. Election of Trustees shall take place at the annual Membership Meeting. Elected Trustees shall assume office at the first Board meeting of the calendar year following their election.

7. The Board of Trustees shall elect a Nominating Committee from its members. The Nominating Committee shall solicit nominations for available elected Trustee positions in accordance with the Amended Bylaws.

8. A vacancy shall occur on the Board when a Trustee:
   a) Submits a written resignation to the Board; or
   b) Dies; or
   c) Is no longer an elected or appointed officer or employee of a Member; or
   d) Fails to attend three consecutive regular meetings of the Board without the Board having excused such absences except that such additional absence or absences shall be excused for temporary mental or physical disability or illness; or
   e) Is removed by the Members by a two-thirds vote of the Members present at a Membership Meeting; or
   f) Is convicted of a felony; or
   g) The Member of which the Trustee is an official or employee terminates their membership in the Pool.

9. Any vacancy in the position of an Elected Trustee may be filled by majority vote of the remaining Trustees until the next annual meeting of the Members, at which time the Members shall elect a person to fill the vacancy for the unexpired term.
10. Any vacancy in the position of an appointed Trustee under Article 5.1(a)-(c) shall be filled by appointment from the respective county and the Trustee shall serve for the remainder of the unexpired term. If the county is no longer a Member, the Trustee position shall revert to an at large position, adding to the number of such positions under Section 5.1(g), and be filled by a majority vote of the remaining Trustees until the next annual meeting of the Members, at which time the Members shall elect a person to fill the vacancy.

11. Any vacancy in the position of an appointed Trustee under Article 5.1(h)-(k) shall be filled by majority vote of the remaining Trustees and shall fill the unexpired term of the Trustee.

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

13. The powers of the Board shall include, but not be limited to, the powers to:

   a) Delegate, by resolution adopted at a meeting of the Trustees and specifically defined in the written minutes of the Trustees' meetings, authority for specific functions to the Chief Executive Officer, but only to the extent permitted by the laws of the State of Utah and the Amended Bylaws.

   b) Establish Member contributions, including premiums and service fees, pursuant to guidelines adopted by the Board from time to time.

   c) Serve as the policyholder of any group policies or plans.

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

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

   f) Establish employment policies for the employees of the Pool including but not limited to policies, salaries and benefits.

   g) Provide for the administration of the moneys of the Pool, for the manner of payments to the Pool, and for payment of all expenses of the Pool; establish standards for the accountability of all receipts and disbursements of the Pool; and establish procedures for safekeeping, handling, and investing such monies received or paid.
h) Acquire, lease, hold, and dispose of real and personal property.

i) Exercise the full power and authority of any Member of the Pool when requested to do so by the Member’s governing body.

j) Provide for necessary activities, and enter into contracts as necessary or appropriate to accomplish the purposes of the Pool.

k) Do any act permitted by law and not in conflict with the Sixth Amended Interlocal Cooperation Agreement or the Amended Bylaws of the Pool.

l) Provide for an independent audit of the financial statements and operations of the Pool, including claim handling procedures, handling of receipts and payments, investments, adequacy of reserves, compliance with financial reporting requirements and overall operations of the Pool, at such times as the Board may determine.

m) Establish loss reduction, prevention and risk management policies, procedures, and requirements for Members of the Pool and provide risk management services and educational and other programs related to risk management.

n) Create various Committees of the membership to assist in the oversight and operation of the Pool. The members of such Committees, including the chair, shall be appointed by the Board.

o) Approve a list of attorneys or law firms authorized to represent Members in claims covered by or through the Pool.

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

q) Terminate a Member from the Pool as provided for in the Amended Bylaws.

r) Create levels of membership within the Pool to provide for appropriate representation and control. Levels of membership may include, but are not limited to, voting and non-voting members and equity and non-equity members.

s) Amend the Bylaws by a two-thirds vote of all Board members.

t) Exercise all powers of the Pool except those powers reserved to the Members, and all powers necessary and proper for the operation of the Pool and implementation of the Pool, subject to the limits of the Agreement, the Amended Bylaws, and the Utah Code. The Board is responsible for all operations of the Pool.
Section 6. Officers.

The Board of Trustees shall elect officers and establish the duties of officers of the Pool in accordance with Utah law and the Amended Bylaws.

Section 7. Committees.

The Board of Trustees may establish from time to time such committees of the Board as shall be deemed appropriate by said Board.

Section 8. Manner of Financing.

1. The Utah Counties Indemnity Pool shall be funded by contributions or service fees from the Members:
   a) The amount of such contributions or fees including any interest penalty thereon shall be established by the Board of Trustees.
   b) Contributions or fees established by the Board may be audited and additional contributions or fees charged based on the rate used to establish the original contribution or fee.
   c) The Board may not charge assessments to the Members.

2. All monies of the Pool, and earnings thereon, shall be held in the name of and for the use and benefit of the Pool.

3. The Board of Trustees shall prepare an annual budget consistent with Utah Code Ann. 17A-1-408 et. seq., as amended.

Section 9. Property Used in Cooperative Undertaking.

1. Any real or personal property acquired, held, and used pursuant to this cooperative undertaking shall be administered and controlled by the Board of Trustees established in Section 5 hereof. Any disposition of said real or personal property shall also be administered and controlled by said Board of Trustees, pursuant to the terms of this Agreement.

2. The provisions of this Agreement and the assets of the Pool are for the benefit of the Members of the Pool only, and no other persons or entities shall have any rights or interest in this Agreement or in any of the other documents referred to herein or in any such assets, as a third party beneficiary or otherwise. The assets of the Pool shall not be subject to attachment, garnishment, or any equitable proceeding.

3. In the event of a voluntary dissolution of the Pool, as provided in Section 4 hereof, the property of the Pool not used or needed for the purposes of the Pool, including its contractual obligations, shall be distributed, as
determined by the Board, only to Utgh counties which are Members of
the Pool at the time of dissolution. Such dissolution shall be handled as
provided in Section 12.

Section 10. ADDITION OF OTHER MEMBERS.

1. Other governmental entities may become parties to this Sixth Amended
Interlocal Cooperation Agreement, subject to the approval of the Board
of Trustees by executing an Addendum to this Agreement.

2. In order for a governmental entity to be added to this Agreement by
Addendum, the Addendum must be:

   a) Approved by the governing body of the governmental entity to be
      added;

   b) Reviewed as to form and compliance with applicable law by the
      attorney for the governmental entity to be added; and

   c) Filed with the person who keeps the records of the public agency
      being added to this Agreement, and with the keeper of records of
      the Pool.

Section 11. WITHDRAWAL AND TERMINATION.

1. Any Member may withdraw their participation in a joint purchase
program of the Pool, which does not include the Property/Casualty joint
self-insurance program, but only at the end of a Pool fiscal year after
giving the Board timely written notice of such withdrawal, pursuant to a
resolution of the Member's governing body. Timely written notice of
such withdrawal must be provided to the Board no later than 180 days
prior to the Member's intended date of withdrawal. The Board shall
consider a timely written notice of withdrawal to be a final decision
unless the notice is rescinded by the Member no later than 150 days prior
to the Member's intended date of withdrawal. The Board may, by a
three-fourths vote and at its sole discretion, agree to permit an earlier
date of withdrawal. A Member withdrawn from a joint purchase
program shall lose any voting rights inured as a result of participation in
that program and any claim of title or interest to any asset of the Pool
resulting from that program upon the effective date of that withdrawal
with the exception of the right to payment of claims covered by a policy
of insurance purchased on behalf of the member by UCIP either jointly
or individually, but only to the extent of the terms and conditions of such
policy.

2. Any member may terminate its membership in the Pool by terminating
its participation in the Property/Casualty self-insurance program, but
only at the end of a Pool fiscal year, after giving the Board timely written
notice of such termination, pursuant to a resolution of the Member’s governing body. Timely written notice of such termination must be provided to the Board no later than 180-days prior to the Member’s intended date of termination. The Board shall consider a timely written notice of termination to be a final decision unless the notice is rescinded by the Member at least 150 days prior to the Member’s intended date of termination. A terminating Member shall lose all voting rights and any claim of title or interest to any asset of the Pool upon the effective date of termination with the exception of the right to payment of claims for which coverage was provided under the Bylaws Coverage Addendum in effect prior to termination, but only to the extent of the amount of the case reserve set by UCIP for each claim as of the date of notice of termination, or the initial case reserve established by UCIP for claims reported after the date of notice of termination which are covered under the terms of the Bylaws Coverage Addendum in effect prior to termination. Termination of membership in the Pool will also be considered a withdrawal of participation in any joint purchase programs the terminating member has participated in, and no member may continue participation in any joint purchase program of the Pool after termination of membership in the Pool.

Section 12. DISSOLUTION AND DISPOSITION OF PROPERTY.

1. The Pool may be dissolved by a majority of the entire Membership voting in favor of dissolution at a Membership Meeting. In the event of voluntary dissolution of the Pool, the assets of the Pool not used or needed for the purposes of the Pool, including its contractual obligations shall be distributed, as determined by the Board, only to Utah counties, which are Members of the Pool at the time of dissolution. The Members of the Pool at the time the vote is held to dissolve the Pool shall continue to be considered Members of the Pool until the final disposition of property and dissolution of the Pool is complete.

2. Upon partial or complete dissolution of the Pool by the Members, the Trustees shall determine all other matters relating to the disposition of property and dissolution of the Pool by a two-thirds vote of all Trustees.

3. Each member’s interest in the property of the Pool shall be calculated as follows:

a. The sum of the contributions for all fund years for which the Member was a participant in the Pool divided by all contributions received by the Pool during its life, is the ratio used to calculate interest in Pool property other than equity, which is defined for these purposes as cash or cash equivalent assets of the Pool.

b. For equity calculation, the ratio of each Member’s contributions to the total contributions shall be computed for each fund year. The Member’s contribution ratio shall then be multiplied by the total
surplus, less any borrowed surplus, attributable to a fund-year as stated in the most recent monthly financial statement. A Member’s total equity will be the sum of the yearly amounts for each fund year for which that Member was a participating Member in the Pool.

c. In the event that the surplus amount is a negative number, a Member’s equity will be decreased using the same method of calculation as above.

4. In the event of a termination of membership, the terminated Member shall lose and have no claim to any Pool property or assets. The property interest and equity formerly attributed to that Member for each fund year shall be allocated to the remaining counties that were Members during that year.

5. The Board shall serve as trustees for the disposition of property or funds, payment of obligations, dissolution and winding up of the affairs of the Pool. Any vacancy on the Board after dissolution has begun shall be filled in accordance with the Bylaws.

Section 13. INDEMNIFICATION.

1. It is the intent of the Pool to provide the broadest possible immunity from personal liability to each trustee, officer, and employee of the Pool allowed by applicable laws of the State of Utah including, but not limited to, the Utah Governmental Immunity Act, the Utah Non-Profit Corporation and Co-operative Association Act and the Utah Insurance Code, as amended from time to time. The Pool shall defend and indemnify the trustees, officers and employees of the Pool against any and all expense, including attorney fees and liability expenses, sustained by them or any of them in connection with any suit or suits which may be brought against them involving or pertaining to any of their acts or duties to the fullest extent allowed by the laws of the State of Utah.

2. The Pool shall purchase liability or other appropriate insurance providing coverage for the trustees, officers and employees of the Pool. Nothing herein shall be deemed to prevent compromises of any litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.

3. Neither this Sixth Amended Interlocal Cooperation Agreement nor any action of the governing body of a county in adopting this Sixth Amended Interlocal Cooperation Agreement is intended to nor do they waive, nor shall they be construed as waiving, any immunity or limitation on liability provided to the Members or their officers or employees by any law, including but not limited to any such immunity or limitation appearing in the Utah Governmental Immunity Act, and amendments thereto.
Section 14. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Sixth Amended Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk of each of the Members to this Sixth Amended Interlocal Agreement, and shall remain on file for public inspection during the term of this Sixth Amended Interlocal Cooperation Agreement.

Section 15. JOINT AND SEVERAL LIABILITY.

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

Section 16. AMENDMENTS.

This Sixth Amended Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and reviewed by an authorized Attorney of each of the parties, as required by Utah Code Ann. §11-13-202.5(3), 1953 as amended, and (d) filed in the official records of each party.

Section 17. SEVERABILITY.

If any term or provision of this Sixth Amended Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Sixth Amended Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law, which would render any of the terms of this Sixth Amended Interlocal Cooperation Agreement unenforceable.

Section 18. GOVERNING LAW.

All questions with respect to the construction of this Sixth Amended Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 19. EXECUTION BY COUNTERPART.

This Sixth Amended Interlocal Cooperation Agreement may be executed in counterparts. The original of each executed Sixth Amended Interlocal Cooperation Agreement shall be filed with the Pool.
IN WITNESS WHEREOF, the parties have signed and executed this Sixth Amended Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

Dated this 6th day of February, 2015.

CHAIR OF THE BOARD OF DIRECTORS
By: Bruce Adams

ATTEST:
By:
Seth Oveson, Treasurer

REVIEWED AND FOUND TO BE IN PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW.
By: ____________________________
District Legal Counsel
<table>
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<th>DESCRIPTION</th>
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<tr>
<td>Multiline Pool Member Contribution 2015</td>
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<tr>
<td>Policy Number: UCIP-15.100.47</td>
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PLEASE NOTE UCIP BYLAWS:
4.7 Members shall have the obligation to:
(a) Pay promptly all contributions and other payments to the Pool at such
times and in such amounts as shall be established in accordance with these
Bylaws. Annual contributions are due on or before the first day of January
of the applicable fund year. Members making payments, or portions
thereof, postmarked after January 31st shall be charged interest calculated
at 2% above the Federal Prime Rate.

Total $9,583.00