

**CACHE COUNTY COUNCIL MEETING**  
**January 08, 2008**

The Cache County Council convened in a regular session on January 08, 2008 in the Cache County Council Chamber at 199 North Main, Logan, Utah.

**ATTENDANCE:**

**Chairman:** John Hansen  
**Vice Chairman:** H. Craig Petersen  
**Council Members:** Brian Chambers, Darrel Gibbons, Kathy Robison & Gordon Zilles.  
**Cory Yeates, absent.**  
**County Executive:** M. Lynn Lemon  
**County Clerk:** Jill N. Zollinger  
**County Deputy Attorney:** Don Linton

**The following individuals were also in attendance:** Garth Day, Bart Esplin, Bob Fotheringham, Jeff Gilbert, Sharon L. Hoth, Sheriff Lynn Nelson, David Nielsen, Pat Parker, Gary Roberts, Josh Runhaar, Jim Smith, Zan Summers, **Media:** Kim Burgess (Herald Journal).

**OPENING REMARKS AND PLEDGE OF ALLEGIANCE**

Council member Robison gave the opening remarks and led those present in the Pledge of Allegiance.

**REVIEW AND APPROVAL OF AGENDA**

The agenda was approved as written.

**REVIEW AND APPROVAL OF MINUTES**

**ACTION: Motion by Council member Gibbons to approve the minutes of the December 11, 2007 Council meeting as written. Robison seconded the motion. The vote was unanimous, 5-0. Yeates & Zilles absent.**

**REPORT OF THE COUNTY EXECUTIVE: M. LYNN LEMON**

**APPOINTMENTS:**

Nadine Hall	Cache County Library Board
Noble Erickson	Roads Special Service District Board
E. Gordon Kirby	Roads Special Service District Board
Wayne R. Cardon	Roads Special Service District Board

Poll Workers for the February 5, 2008 Western States Presidential Primary Election

**(Attachment 1)**

**ACTION: Motion by Vice Chairman Petersen to approve the recommended appointments. Gibbons seconded the motion. The vote was unanimous, 5-0. Yeates & Zilles absent.**

**WARRANTS:** The warrants for the periods 12-08-2007 to 12-14-2007 and 12-14-2007 to 12-20-2007 were given to the Clerk for filing.

### **OTHER ITEMS**

- ❑ **North American Weather Consultants Cloud Seeding Report** – Executive Lemon reported Cache County’s snow water content was 70% of normal as of January 1, 2008 and the water year precipitation was 78% of normal.
  
- ❑ **Road Tax Collection** – Executive Lemon said the collection of this tax will begin on April 1, 2008. Lemon distributed Section 59-12-1702 of the County Option Sales and Use Tax for Transportation Act and indicated there is mention of the Council of Governments consisting of the County Governing Body and Mayors. Lemon said he will ask the County Attorney to clarify the definition of the County Governing Body. The County Council of Governments must develop a priority list of projects and submit to the County Council. Only one priority list per year may be submitted. Lemon asked Jeff Gilbert, CMPO, to explain the maps in Council members’ packets.

Gilbert noted the maps are color coded with the colored roads being eligible to be funded and roads that are not yet built are also eligible.

### **Council member Zilles joined the meeting.**

Gilbert indicated the county can request UDOT to reclassify a road as traffic develops and changes.

Lemon said that Logan City is interested in having several projects considered for the priority list.

### **ITEMS OF SPECIAL INTEREST**

- **Employee of the Month** for the month of January was presented to Dennis Gehrke of the Cache County Sheriff’s Office by Jim Smith.
  
- **Introduction of Water Manager – Bob Fotheringham** presented himself to the Council and indicated he is originally from Cedar City, but has lived in Cache Valley for thirty-four years. He presently has an office in the lower level of the Historic Courthouse.

Fotheringham presented an overview of what he feels needs to be the focus of his position as Water Manager – to secure, preserve and protect Cache Valley water.

Council member Zilles asked Fotheringham to research the water shares/rights that used to exist on the County Fairgrounds property with the intention of utilizing that water, if possible.

Council member Petersen said he hoped Fotheringham would also be a resource for the valley municipalities’ water issues and concerns.

**PENDING ACTION**

- Ordinance No. 2007-05 – Agricultural Subdivisions (NO ACTION TAKEN)**

**INITIAL PROPOSAL FOR CONSIDERATION OF ACTION**

- **Resolution No. 2008-01 – Intent to arrange for short-term financing to accommodate the anticipated operating capital deficits by the issuance of tax and revenue anticipation notes (“Trans”) as a participant in the Utah Association of Counties (“UAC”) combined cash flow borrowing program (The “UAC PROGRAM”), and related matters** – Lemon noted this action is taken each year.

(Attachment 2)

**ACTION:** Motion by Vice Chairman Petersen to waive the rules and approve Resolution No. 2008-01–Intent to arrange for short-term financing to accommodate the anticipated operating capital deficits by the issuance of tax and revenue anticipation notes (“Trans”) as a participant in the Utah Association of Counties (“UAC”) combined cash flow borrowing program (The “UAC PROGRAM”), and related matters . Gibbons seconded the motion. The vote was unanimous, 6-0. Yeates absent.

- **Resolution No. 2008-02 – Setting Fees for the Cache County Fairgrounds** – Executive Lemon explained the Ad Hoc Fairgrounds Committee has developed a set of proposed deposits and fees. The Committee also recommends implementing the use of credit cards for deposits to streamline the billing and collecting.

(Attachment 3)

*Tape 1, Side B*

**ACTION:** Motion by Council member Gibbons to waive the rules and approve Resolution No. 2008-02-Setting Fees for the Cache County Fairgrounds. Robison seconded the motion. The vote was unanimous, 6-0. Yeates absent.

Council member Chambers asked if there is a heated building at the Fairgrounds that might be used by the Sub for Santa group in late November through December 15. Bart Esplin indicated that there is only one heated building and it is too small and would not be suitable.

- **Resolution No. 2008-03 – Approving and authorizing the Executive to execute a third amended Interlocal Cooperation Agreement with other members of Utah Counties Insurance Pool, relating to the establishment, funding and operation of Utah Counties Insurance Pool** – Lemon said the terms of the board members are now four years instead of two years. Petersen asked about the phrase “Board of County Council” and Lemon said the words “Board of” will be stricken. Petersen also noted that the title “Commission Chair” should be replaced with “County Executive.” Lemon agreed.

(Attachment 4)

**ACTION: Motion by Vice Chairman Petersen to waive the rules and approve Resolution No. 2008-03-Approving and authorizing the Executive to execute a third amended Interlocal Cooperation Agreement with other members of Utah Counties Insurance Pool, relating to the establishment, funding and operation of Utah Counties Insurance Pool. Zilles seconded the motion. The vote was unanimous, 6-0. Yeates absent.**

### **OTHER BUSINESS**

- ✓ **Discussion – Salaries for Executive and Sheriff** – Council member Zilles invited Jim Smith to address the Council. Council member Gibbons said he feels it is inappropriate to discuss only the salaries of two elected officials and the Council should address the salaries of all elected officials.

Jim Smith reminded the Council that nine years ago it was determined that Cache County was significantly behind in salaries as compared with comparable positions in other counties. It was determined that over a period of time the salaries would be gradually brought up to fair market level. During the last two to three years, the Council has been supportive with salary increases, but Cache County still lags well behind in salary amounts.

Council members asked Smith to prepare a presentation for the January 22, 2008 Council meeting that will show salary comparisons with other counties for all Cache County employees and elected officials.

### **COUNCIL MEMBER REPORTS**

**Darrel Gibbons** reported that citizen referendums have stalled the Box Elder Regional Landfill project and he will keep the Council informed as the matter proceeds.

Gibbons asked that Council member assignments for 2008 be on the January 22, 2008 agenda.

**Gordon Zilles** stated that the AG Subdivision Committee needs to meet. Gibbons asked to be replaced on that committee.

**Craig Petersen** noted that the RAPZ Tax process will be starting soon and needs to be on the agenda in the near future.

Petersen also indicated there is a fifth Tuesday in January and proposed the following topics for a joint council meeting with Logan City: New Logan Council members, change in the ordinance in regard to the zoo and RAPZ tax and the new road tax. Petersen also asked that a planning proposal from Envision Utah be on the January 22, 2008 Council meeting agenda as well as the joint council meeting agenda on January 29, 2008. Pat Parker said Logan City Council Chair Tami Pyfer has requested a joint council meeting, too. Clerk Zollinger reminded the Council that Early Voting will be going on in the multipurpose room on January 29 and it will not be available for the joint council meeting.

Petersen suggested the Council go out to dinner for a Council social after the joint council meeting.

Cache County Council  
01-08-2008

**Kathy Robison** said the Homeless Task Force Committee will be conducting a count on January 31, 2008.

**Chairman John Hansen** indicated he received a call from a citizen asking if he must place the blue recycling container in front of his property even if he doesn't use it. Executive Lemon replied that the citizen does not have to use his blue recycling container, but he will still be charged the recycling fee.

Hansen also asked where to refer citizens concerned with clearing the snow from roads. Lemon said they could call him and he would notify the Road Department.

The Council meeting adjourned at 6:32 p.m.

---

**ATTEST:** Jill N. Zollinger  
County Clerk

---

**APPROVAL:** John Hansen  
Council Chairman

Poll Workers – WSPP 2008

Precinct/Polling Location	Position	Name
LOG 01/07 - 4 Senior Citizens Center 240 N 100 East Logan	PM APM CJ CJ	Darla Yeates Ruth Warby Gail Yost Celia Z Bennett
LOG 02/03/33 - 8 Cache Valley Learning Center 75 S 400 West Logan	PM PM APM CJ CJ CJ APM CJ	Tracy Horning Brenda Russell Michael Vanover Roger Mellenthin Leah Dever Parma Kendrick Mary Vanover Nancy Wiser
LOG 04/25 - 5 Willow Valley Church 825 N 200 West Logan	PM APM CJ CJ PM	SueAnne B. Thompson Marianne Stockdale Arlene Fluckiger Renee Nolan Scott Fluckiger
LOG 05/06 - 4 Sunshine Terrace 225 N 200 West Logan	PM APM CJ CJ	Bill Moore Geraldine Anderson Karen Low Lillian Kidd
LOG 08/10 - 5 Whittier Community Center 290 N 400 East Logan	PM APM CJ CJ CJ(Pro/Aff)	Louise Hoth Wayne Jolley Karen Fluckiger Jennifer Fluckiger Lanette Coleman
LOG 09/24 - 5 Wilson Elementary School 89 S 400 East Logan	PM APM CJ CJ CJ(Pro/Aff)	Gary Joy Debra Henrie Sherrill Joy Jerene Weeks Mary Ann Hubbell(C/Y)
LOG 11/15/23 - 8 Adams Elementary School 530 N 400 East Logan	PM APM CJ APM CJ CJ(Pro/Aff) CJ CJ	Fred Duersch, Jr Dixie Crook Sarah McDaniel Michael Barben Colleen Amussen Debra Parrish Delbert Hubbard(L25) Barbara Hubbard(L25)
LOG 12/13/19/20/21 - 9 Lundstrom Student Center 1295 E 1000 North Logan	PM APM PM APM PM CJ CJ CJ CJ	Marie England Diane Wheeler Sharon Norton Sheryl Sunada Anne Ahlstrom Patricia Hancey Phyllis Campbell Dixie Poole Karen Wood
LOG 14/22 - 7 8 <sup>th</sup> – 25 <sup>th</sup> Ward LDS Church 325 Lauralin Drive Logan	PM APM CJ CJ CJ CJ(Pro/Aff) CJ	Norma Carver Lois Jardine Elaine Jarrett Jenneene Smith Nadine Hall(C/Y) Melody Taylor Irene Eastmond
LOG 16/18/26/28 - 7 Central Stake Center 1255 N 600 East Logan	PM PM APM CJ CJ CJ CJ	Peggy Elwood Carol Jarvis Karen Teuscher LuAnn Nielson Jill Porter Beverly Baldwin Beverly Farner
LOG 17/30/31 - 7 Cache Stake Center 250 W 1200 North Logan	PM PM APM CJ CJ CJ CJ	Kathy Andersen Dean Quayle Jim Liddle Ronald Hornsby Sherry Cook Doreen Knowles ???

LOG 27/32 - 4 Stevens-Henager 755 S Main Street Logan	PM APM CJ CJ	Kristie Cooley Diana Wilcox Ovie Reynolds Nedra Taylor
LOG 29 - 4 Eastridge LDS Church 1350 Eastridge Drive Logan	PM APM CJ CJ	Lorene Orgill Leah Christensen Patricia Blau Kathy Jenson
AMA - 4 Town Hall 6590 N 2400 West Amalga	PM APM CJ CJ	Marilyn Munk Linda Clark LuDean Hansen Roberta Hoffman
BEN - 4 Benson LDS Church 3432 N 3000 West Benson	PM APM CJ CJ	Diane Falslev Barbara Watterson Sheri Wright (Ama) Colleen Ballard
CLA - 4 Town Hall 50 S Main Street Clarkston	PM APM CJ CJ	Annette Rindlisbacher Kristine Drollinger Katherine W Ravsten Kristi Hidalgo
C/Y - 4 College/Young LDS Church 2394 W 2200 South College Ward	PM APM CJ CJ	Marsha Israelsen Diana Olsen Janet K. Olsen Cindy Atkin
COR - 4 Town Hall 14300 N 4800 West Cornish	PM APM CJ CJ	Sandy McKnight Helen Kirkman Neva Wangsgard A Jeanene Veibell
HYD 01/02 - 8 City Office 113 E Center Street Hyde Park	APM PM PM APM CJ CJ CJ CJ	Robinette Jensen Celia Ashcroft Marilyn Grunig Susannah Wheeler Kristen Buhler Ruth Fife Becky Potts Sharidean Flint
HYR 01/02/03/04/05 - 10 City Office 83 W Main Street Hyrum	PM APM CJ(Pro/Aff) APM CJ CJ CJ CJ CJ CJ	Joyce Jensen Chirle Jones Vonda Collins Linda Monasmith Elaine Adams Janice Parker Laurel Roylance Carol Dee Petersen E Renee Nielsen Julie J Nielsen
LEW 01/02 - 4 City Office 29 S Main Street Lewiston	PM APM CJ CJ	Vicki Bodily Anna Barlow Brenda Crowther Phyllis Bair
MEN 01/02 - 5 Historic Mendon Station 95 N Main Street Mendon	PM APM CJ CJ CJ(Pro/Aff)	Janet Lott Shalyse Larsen Rose Ann Brandley Georgia K Edlund Karine Cressall
MIL 01/02 - 4 Providence South Stake Center 360 E 450 North Millville	PM APM CJ CJ	Lori Iverson Sheryl Hair Jean Parker Lana Jex
NEW - 4 Town Hall 51 S Center Street Newton	PM APM CJ CJ	Karla Ferguson Carol Larsen Joy Larsen Joyce Cooley
NIB 01/02 - 7 Nibley 4 <sup>th</sup> Ward LDS Church 360 W 3200 South Nibley	PM APM PM CJ CJ CJ	Nancy Player Lisa Ward Milena Player Dorlena Erektion Leeann Morris Honi Jo Curtis Darci Johnson

NLG 01/02/03/04 - 8 North Logan Library 475 E 2500 North North Logan	PM PM CJ CJ CJ CJ(Pro/Aff) APM CJ	LaDell Hoth Dorothy Bills Donnett Hawkes Ruth Israelsen Marilyn Israelsen Joyce Stokes Bertram Stokes Diane May
NLG 05/06 - 7 Professional Dev & Technology Center 2035 N 1200 East North Logan	PM APM CJ CJ(Pro/Aff) CJ CJ CJ	Bonnie Jorgensen Dot Larson Debbie Hillyard Kay Lyn Cardon Lila Eddington Sylvia Cook Ann Egeland
PAR - 4 Town Hall 9035 S 100 West Paradise	PM CJ CJ APM	L. Diane Roundy Cheryl Atwood Jeanne Holmstead Peggy Sanders
PRO 01/02/03/04/05 - 12 Providence 1 <sup>st</sup> Ward LDS Church 420 W 100 North Providence	PM PM APM APM APM CJ CJ PM CJ CJ CJ CJ	Nola Call Marilyn Bell Shauna Flammer Gayle Knapp Sherma Riggs Mary Ann Henke Ida Niederhauser Bob Leatham Julie Barker Brenda Dickey June Kowallis Neva Maughan
RCH 01/02/COV - 7 Community Building 6 West Main Street Richmond	PM APM CJ CJ PM(Pro/Aff) CJ CJ	Larry Liebes Terri Bland Joyce Allen LaDawn Allen Patricia Liebes Kathryn Abbott Sheree Allen
RVH 01/02 - 5 City Office 520 S 500 East River Heights	PM APM CJ CJ CJ(Pro/Aff)	Susan Rasmussen Lisa Jamison JoAnn Mickelson Bessie Wakefield Jolene Bingham
SMI 01/02/03/04/05 - 10 Armory 50 E 100 North Smithfield	PM APM PM APM CJ CJ CJ CJ CJ CJ	Marilyn Mecham Tammy Jewkes Bud Covington M Clair Haslam Jean Larsen Diane Weeks Ethel Stevens Diane Haslam Ron Thorkildsen Dawn Kayleen McCoy
SMI 06/07 - 7 Smithfield Fire Station 325 W 100 North Smithfield	PM APM CJ CJ CJ(Pro/Aff) CJ CJ	Patricia Nielson Darci Damstedt Marilyn Lindley Marilyn Nielson Jackie Hancock Annette Chambers Elaine N. Coleman
TRE - 4 Town Hall 17 E Main Trenton	PM APM CJ CJ	Debbie Davis Reatha Hansen Ila Litz Donna Andrew
WEL 01/02/0304 - 8 4 <sup>th</sup> - 8 <sup>th</sup> Ward LDS Church 49 W 200 South Wellsville	PM APM CJ CJ CJ(Pro/Aff) APM CJ CJ	Valorie Hall Darla Moore Liza Gleason Deliliah Sant Staci Bailey Susan Hawkins Lavon Maughan Margaret Bailey
ALTERNATES		Paula Medlyn Sharon Gould Gwen Spring Mary Niederhauser Virginia Cannon



		<b>Nansi Bingham</b> <b>Annette Summers</b> <b>Bev Schiefer</b> <b>Marla Trowbridge</b> <b>Barbara Farris</b> <b>Mary Kay Hunsaker</b> <b>Mary Ellen Ogden</b>
--	--	--

Resolution No. 2008-01

CACHE COUNTY, Utah

JAN. 8, 2008

A regular meeting of the County Council Members (the "Council") of CACHE County, Utah (the "County"), was held on TUESDAY, the 8 day of JANUARY, 2008, at the hour of 5:00 a.m. at the regular meeting place of the Council, at which meeting there were present the following members:

Brian Chambers  
John A. Hansen  
H. Craig Petersen  
Kathy Robison  
Darrel L. Gibbons  
Gordon Zilles

Also present:

M. Lynn Lemon, County Executive  
Don Linton, Deputy Cache County Attorney  
Jill N. Zellinger, County Clerk  
~~Absent:~~  
Cory Yeates

After the meeting was duly called to order and after other matters not pertinent to these proceedings had been discussed, the County Clerk presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this January 8, 2008 meeting, a copy of which is attached hereto as Exhibit "A".

After the conduct of business not related to this excerpt of minutes, the following resolution was then introduced in writing, fully discussed by the Council, and, pursuant to motion duly made by Council Member Petersen and seconded by Council Member Gibbons, adopted by the following vote:

Chambers  
Hansen  
AYE: Petersen  
Robison  
Gibbons  
Zilles

NAY:  
None

ABSTAIN:  
None

RESOLUTION NO. 2008-01

A RESOLUTION DECLARING THE INTENT OF CACHE COUNTY (THE "COUNTY") TO ARRANGE FOR SHORT-TERM FINANCING TO ACCOMMODATE THE ANTICIPATED OPERATING CAPITAL DEFICITS BY THE ISSUANCE OF TAX AND REVENUE ANTICIPATION NOTES ("TRANS") AS A PARTICIPANT IN THE UTAH ASSOCIATION OF COUNTIES ("UAC") COMBINED CASH FLOW BORROWING PROGRAM (THE "UAC PROGRAM"), AND RELATED MATTERS.

WHEREAS, it appears that property tax and other revenues will not be received in the next budget year until after significant operating expenses have been incurred, thereby causing operating capital deficits; and

WHEREAS, it will be in the best interest of the County to issue TRANS to provide temporary cash flow capacity to meet operating demands prior to receipt of revenues in adequate amounts; and,

WHEREAS, UAC has invited the County to participate in the UAC Program to facilitate the issuance and sale by the County of its TRANS; and

WHEREAS, UAC has established a Program Implementation Board to solicit and evaluate competitive bids and to select the best bid for the TRANS of participating Counties; and

WHEREAS, it is timely to seek advice from a professional financial consultant concerning the amount and timing of such cash flow borrowing; and

WHEREAS, the UAC Program appears to be the best source of TRANS financing available to the County; and

WHEREAS, it is timely to make a commitment concerning TRANS financing by the County so as to allow UAC and its Placement Agent, \_\_\_\_\_ (the "Placement Agent"), to determine whether there is sufficient interest to create an adequately sized combined offering of TRANS;

NOW, THEREFORE, be it resolved by the County Council Members of CACHE County as follows:

Section 1. It is found and declared to be in the best interest of the County to anticipate cash flow deficiencies and provide operating capital by the issuance of TRANS.

Section 2. The County declares its intentions to issue TRANS for the partial financing of operating during periods when cash flow deficiencies would otherwise occur during the next succeeding year.

Section 3. It is determined that the UAC Program is the best alternative for the County to use in connection with the issuance of its TRANs.

Section 4. If the County determines that it will not need to issue TRANs, then this Resolution shall be of no effect for the next succeeding budget year. If, as it now appears likely, the County determines that it is necessary or prudent to issue TRANs to cover projected cash flow deficiencies, it will utilize the UAC Program for the issuance of such TRANs, providing the UAC Program is then available.

Section 5. One of the purposes of this Resolution is to provide a commitment upon which UAC may rely as it determines the size and feasibility of a combined County TRANs offering. If it is determined that there is insufficient county participation to constitute a feasible offering of TRANs, then it is understood that the Placement Agent will not proceed with the pooling and offering of combined cash flow notes.

Section 6. Authorization is granted for County officials to consult with the Placement Agent concerning the appropriate size and timing of an issuance of TRANs by the County through the program sponsored by UAC. The Program Implementation Board is authorized to work with the Placement Agent to solicit, receive and evaluate bids for the TRANs and the investment of proceeds of the TRANs. Subject to final approval of the County, the Program Implementation Board is also authorized to select the best bid or bids for the sale of the TRANs and the investment of the proceeds thereof.

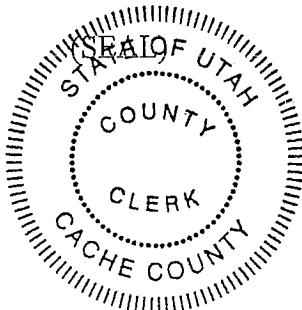
ADOPTED AND APPROVED this 8th day of January, 2008

\_\_\_\_\_  
COUNTY, UTAH

By: John A. Hansen  
John A. Hansen, Chair

ATTEST:

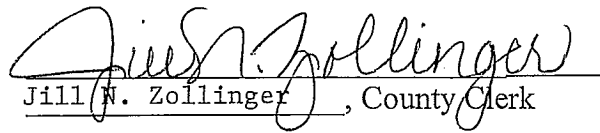
Jill N. Zollinger  
Jill N. Zollinger, County Clerk



STATE OF UTAH )  
 ) :SS.  
COUNTY OF CACHE )

I, Jill N. Zollinger, the duly qualified and acting County Clerk of \_\_\_\_\_ County, Utah (the "County"), do hereby certify, according to the records of the County Council (the "Council") in my possession, that the foregoing constitutes a true, correct and complete copy of the proceedings of the Council held on Jan. 8, 2008 insofar as said minutes pertain to the matters set forth herein.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the County this 8th day of Jan., 2008

  
Jill N. Zollinger, County Clerk

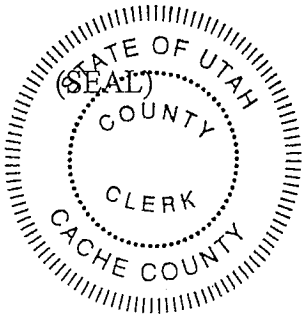


EXHIBIT "A"

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

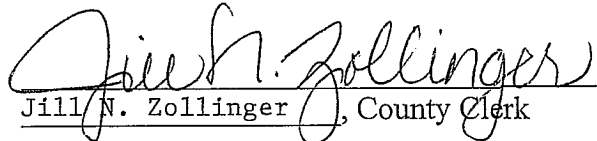
I, Jill N. Zollinger, the duly qualified and acting County Clerk of Cache County, Utah (the "County"), do hereby certify, according to the records of the County in my official possession, and upon my own knowledge and belief, that:

(a) in accordance with the requirements of Section 52-4-6(2), Utah Code Annotated (1953), as amended, there was given no less than twenty-four (24) hours' public notice of the agenda, date, time and place of the Jan. 8, 2008 public meeting held by the County as follows:

(i) by causing a Notice, in the form attached hereto as Schedule "A", to be posted at the County's offices in Cache County Utah on January 3, 2008, at least twenty-four (24) hours prior to the convening of said meeting, the Notice having continuously remained so posted and available for public inspection until the completion of said meeting; and

(ii) by causing a copy of such Notice, in the form attached hereto as Schedule "A", to be delivered to the local media correspondent on January 3, 2008, at least twenty-four (24) hours prior to the convening of the meeting.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this 8th day of January 2008

  
Jill N. Zollinger, County Clerk

SCHEDULE "A"

AGENDA

CACHE COUNTY  
CORPORATION

**M. LYNN LEMON**  
COUNTY EXECUTIVE/SURVEYOR

199 N. MAIN  
LOGAN, UTAH 84321  
Tel 435-755-1850  
Fax 435-755-1981

January 3, 2008

**COUNTY COUNCIL**

DARREL L. GIBBONS  
JOHN A. HANSEN  
CORY YEATES  
H. CRAIG PETERSEN  
KATHY ROBISON  
BRIAN CHAMBERS  
GORDON A. ZILLES

Public Notice is hereby given that the Cache County Council of Cache County, Utah will hold a Workshop and Regular Meeting in the **Cache County Historic Courthouse, 199 North Main, Logan, Utah 84321 at 5:00 p.m. on TUESDAY, JANUARY 8, 2008.**

- 5:00**
1. Call to order
  2. Opening/Pledge – Kathy Robison
  3. Review and approval of agenda
  4. Review and approval of minutes (December 11, 2007)
  5. Report of County Executive
    - a. Appointments
    - b. Warrants
    - c. Other Items
  6. Unit or Committee Reports
  7. Items of Special Interest
    - a. Employee of the Month – Presented by Jim Smith
    - b. Introduction of Water Manager – Bob Fotheringham
  8. Budgetary Matters
    - a. Transfers - Intra Department
    - b. Transfers - Inter Department
  9. Public hearings, Appeals and Board of Equalization matters
  10. Pending Action
    - a. Ordinance No. 2007-05 – Agricultural Subdivisions
  11. Initial proposal for consideration of action
    - a. Resolution No. 2008-01 – Intent to arrange for short-term financing to accommodate the anticipated operating capital deficits by the issuance of tax and revenue anticipation notes (“Trans”) as a participant in the Utah Association of



Counties ("UAC") combined cash flow borrowing program (The "UAC PROGRAM"), and related matters. (attached)

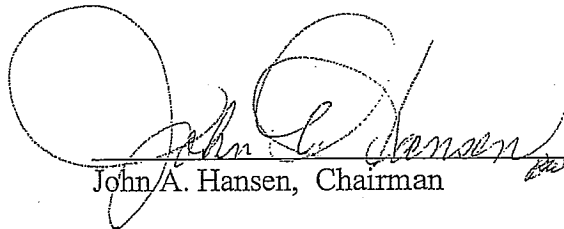
- b. Resolution No. 2008-02 – Setting Fees for the Cache County Fairgrounds (attached)
- c. Resolution No. 2008-03- Approving and authorizing the Executive to execute a third amended Interlocal Cooperation Agreement with other members of Utah Counties Insurance Pool, relating to the establishment, funding and operation of Utah Counties Insurance Pool. (attached)
- d. Approval of Poll Workers for Western States Presidential Primary (attached)

12. Other Business

- a. Discussion – Salaries for Executive and Sheriff

13. Council Member Reports

14. Adjourn

  
John A. Hansen, Chairman

\*Designated time for Special Interest Items

\*\* Citizens desiring to be heard are encouraged to submit their messages in writing during or prior to the hearing.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Pat Parker, Cache County Council, at 755-1850 at least three working days prior to the meeting.

RESOLUTION NO. 2008-02

A RESOLUTION SETTING FORTH THE FEE SCHEDULE FOR THE CACHE COUNTY FAIRGROUNDS

The County Council of Cache County, Utah, in a regular meeting, lawful notice of which has been given, finds that it is appropriate, necessary and in the best interests of the citizens of Cache County to set a fee schedule for the Cache County Fairgrounds.

NOW THEREFORE, the Cache County Council hereby adopts the following fee schedule.

Section 1: Cache County Fairgrounds Fee Schedule:


*Please see "Exhibit A" attached hereto and made a part hereof.*

Section 2: Effective Date:

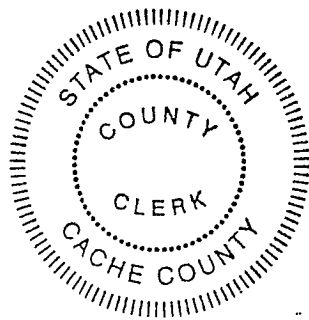
*This resolution shall become effective immediately upon adoption.*

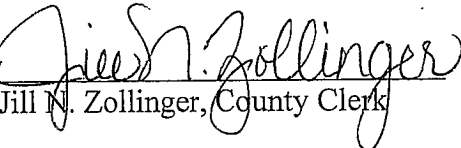
DATED this 8<sup>th</sup> day of January 2008.

CACHE COUNTY COUNCIL

By   
John A. Hansen, Chairman

ATTEST:



By   
Jill N. Zollinger, County Clerk

Current and Proposed fees for Cache County Fairgrounds

Location	Fee		Deposit	
	Current	Proposed	Current	Proposed
Bowery	\$35	\$40	\$0	\$100
Buildings w/o gate	\$94	\$100	\$118	\$250
Buildings w/gate	\$354	\$375	\$354	\$500
Camping	\$12	\$12	N/A	N/A
Outdoor Arena w/gate	\$413	\$450	\$354	\$500
Outdoor arena w/o gate	\$189	\$200	\$118	\$500
Indoor/Outdoor hourly rate w/livestock	\$41	\$45	\$118	\$250
Indoor/Outdoor hourly rate w/o livestock	\$35	\$35	\$118	\$250
Reader Board	\$118	N/A	N/A	N/A
Cache Arena Fees w/livestock or gate	\$384	\$400	\$354	\$500
Cache Arena Fees w/o livestock or gate	\$177	\$200	\$118	\$500
Working Arena / hourly	\$18	\$20	\$0	N/A
Horse Stall & Corral Rental / per month	\$71	\$75	\$89	\$100
Daily Horse stall rental	\$12	\$15	N/A	N/A
Arena Riding Passes Family Season	\$77	\$80	N/A	N/A
Arena Riding Passes Family Yearly	\$106	\$110	N/A	N/A
Arena Riding Passes Individual Season	\$53	\$55	N/A	N/A
Arena Riding Passes Individual Yearly	\$77	\$80	N/A	N/A
Arena Riding Passes one time user	\$6	\$10	N/A	N/A
Green Space w/o gate	\$71	\$75	\$118	\$250
Green Space w/gate	\$354	\$375	\$354	\$500
Bleachers (ea. Per day) on site	\$12	\$15	\$118	\$1,000
Portable Stage on site	\$240	\$250	\$100	\$500
RV dump fee	\$0	\$5	N/A	N/A

CACHE COUNTY  
RESOLUTION NO. 2008-03

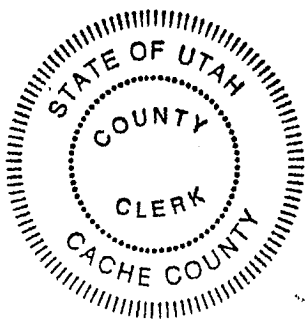
A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A THIRD AMENDED INTERLOCAL COOPERATION AGREEMENT WITH OTHER MEMBERS OF UTAH COUNTIES INSURANCE POOL, RELATING TO THE ESTABLISHMENT, FUNDING AND OPERATION OF UTAH COUNTIES INSURANCE POOL

The County Council of Cache County, Utah, in regular meeting, lawful notice of which has been given, finds that it is in the best interests of the citizens of Cache County to enter into an amended interlocal cooperation agreement between Cache County and other members of Utah Counties Insurance Pool, relating to the establishment, funding and operation of Utah Counties Insurance Pool.

NOW, THEREFORE BE IT RESOLVED that the Cache County Executive is hereby authorized to execute the interlocal cooperation agreement between Cache County and other members of Utah Counties Insurance Pool, relating to the establishment, funding and operation of Utah Counties Insurance Pool as stated in "Exhibit A" attached hereto and made a part hereof.

This Resolution shall take effect immediately upon adoption.

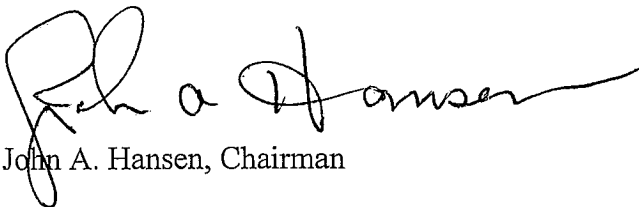
DATED this 8 day of January 2008.



ATTEST:

By: Jill N. Zollinger  
Cache County Clerk

CACHE COUNTY COUNCIL

By:   
John A. Hansen, Chairman

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

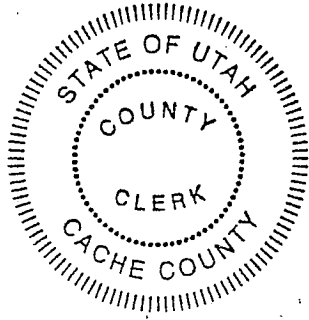
WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, and the Utah Insurance Code, Title 31A, Chapter 1, et seq, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as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

WHEREAS, the ~~Board of~~ County Council of Cache County, Utah, has determined that the interests and welfare of the public within Cache County's jurisdiction will best be served by a Third Amended Interlocal Cooperation Agreement with other members of Utah Counties Insurance Pool relating to the establishment, funding and operation of Utah Counties Insurance Pool.

NOW, THEREFORE, be it resolved by the ~~Board of~~ County Council of Cache County, Utah, that Cache County approve and authorize the ~~Commissioner/Chair~~ <sup>County Executive</sup> to execute a Third Amended Interlocal Cooperation Agreement with other members of Utah Counties Insurance Pool relating to the establishment, funding and operation of Utah Counties Insurance Pool.

APPROVED AND ADOPTED this 8th day of January, 2008.

~~BOARD OF COUNTY COUNCIL~~  
CACHE COUNTY, UTAH



By: M. Lynn Lemon  
~~Darrell Gibbons, Chair~~  
M. Lynn Lemon, Cache County Executive

ATTEST:

By: Jill Zollinger  
Jill Zollinger, Clerk, Cache County

APPROVED AS TO FORM:

By: George Daines  
George Daines, Attorney, Cache County

### THIRD AMENDED INTERLOCAL COOPERATION AGREEMENT

THIS IS THE THIRD AMENDED INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between members of the Utah Counties Insurance Pool, a political subdivision of the State of Utah, each of which hereby agrees to abide by the terms and conditions of this 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 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; and

WHEREAS, the governing bodies of the members of the Utah Association of Counties Insurance Mutual amended the 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; and

WHEREAS, the members of the Utah Counties Insurance Pool now desire to amend the Amended Interlocal Cooperation Agreement, by approving and adopting this Third Amended Interlocal Cooperation Agreement;

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

#### **Section 1. EFFECTIVE DATE; DURATION.**

This Third Amended Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Third Amended Interlocal Cooperation Agreement to, and the approval and execution hereof by Resolution of the governing bodies of each of the parties. The term of this Third 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 Insurance Pool to provide the services described herein.

**Section 3. PURPOSES.**

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

1. To comply with the Utah Insurance Code and other applicable laws of the State of Utah; and
2. To ratify the previous formation of a group-funded Pool to fund through joint self-insurance, reinsurance, 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 and the Amended Articles of Incorporation of the Pool.

**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.
7. 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.
8. Amend the Bylaws or the Articles of Incorporation by a two-thirds vote of the members present at a meeting.

**Section 5. BOARD OF TRUSTEES.**



1. The Pool shall be governed by a Board of Trustees. The Trustees shall have such powers and authorities as provided herein and as set forth in the Amended Bylaws.
2. Trustees shall be elected or appointed as provided in the Amended Bylaws and they shall serve at the pleasure of the members. Trustees may be removed by the members in accordance with the Amended Bylaws.
5. 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 premiums, 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 obtain 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 Amended Bylaws, the Agreement, or the Amended Articles of Incorporation of the Pool.
- l. Provide for an independent audit of claim handling procedures, payments, 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 including, but not limited to, a Law Enforcement Committee, a Personnel Committee, and a Litigation Management Committee. The members of such Committees, including the chair, shall be appointed by the Board.
- u. Approve a list of attorneys or law firms authorized to represent Members in claims covered by or through the Pool
- v. Obtain the services of agents, attorneys, brokers, consultants, employees, and service providers as necessary or appropriate for the operation of the Pool.
- w. 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 Articles of Incorporation, the Amended Bylaws, and the 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 as shall be deemed appropriate by said Board.

**Section 8. MANNER OF FINANCING.**

The Utah Counties Insurance Pool shall be funded by contributions from the members; the amount of such contributions shall be established by the Board of Trustees and consistent with the Utah Insurance Code.

All monies of the Pool, and earnings thereon, shall be held in the name of and for the use and benefit of the Pool. The Board of Trustees shall prepare an annual budget consistent with Utah Code Ann. 17A-1-408 et. seq.

The Utah Counties Insurance Pool is not assessable.

**Section 9. PROPERTY USED IN COOPERATIVE UNDERTAKING.**

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.

The provisions of this Amended 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.

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 Utah 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.**

Other governmental entities may become parties to this Third Amended Interlocal Cooperation Agreement, subject to the approval of the Board of Trustees, by executing an Addendum to this Agreement. In order for a governmental entity to be added to this Agreement by Addendum, the Addendum must be approved by the governing body of the governmental entity to be added and the Addendum must be reviewed as to form and compliance with applicable law by the attorney for the governmental entity to be added. Prior to becoming effective, this Amended Interlocal Cooperation Agreement and the Addendum shall be filed with the person who keeps the records of the public agency being added to this Agreement.

**Section 11. TERMINATION OF PARTICIPATION.**

Any Member may withdraw from the Pool, at the end of a coverage period after giving the Board timely written notice of such withdrawal, pursuant to a resolution of the Member's governing body. Timely written notice of such withdrawal must be provided to the Board no later than 120 days day prior to the

date the Member's coverage would otherwise renew. The Board shall consider a timely written notice of withdrawal to be a final decision unless the notice is withdrawn by the Member 90 days prior to the date the Member's coverage would otherwise renew. The Board may, by a three-fourths vote and at its sole discretion, agree to permit an earlier date of withdrawal.

A withdrawn member shall lose all voting rights upon the effective date of withdrawal. Any claim of title or interest to any asset of the Pool, and any continuing obligation of the Pool to the member or of the member to the Pool, after the effective date of the member's withdrawal, shall end.

A member shall lose all voting rights upon termination of its membership. The terminating member shall lose any claim of title or interest to any asset of the Pool, and any continuing obligation of the Pool to the member or of the member to the Pool, after the termination of membership, shall end.

## **Section 12. DISSOLUTION AND DISPOSITION OF PROPERTY.**

The Pool may be dissolved by a majority of the Members voting in favor of dissolution at a 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.

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.

Each member's interest in the property of the Pool shall be calculated as follows:

1. 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.
2. 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.
3. 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 voluntary withdrawal or an involuntary termination of membership, the withdrawn or terminated member shall lose and have no claim to any Pool property or assets. The property interest or equity formerly attributed to that member for each fund year shall be allocated to the remaining counties that were members during that year.

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.

### **Section 13. INDEMNIFICATION.**

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.

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.

Neither this Third Amended Interlocal Agreement nor any action of the governing body of a county in adopting this Third Amended Interlocal 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 Third Amended Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk of each of the Members to this Third Amended Interlocal Agreement, and shall remain on file for public inspection during the term of this Third Amended Interlocal Cooperation Agreement.

### **Section 15. AMENDMENTS.**

This Third 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 16. SEVERABILITY.**

If any term or provision of the Third Amended Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Third 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 Third Amended Interlocal Cooperation Agreement unenforceable.

**Section 17. GOVERNING LAW.**

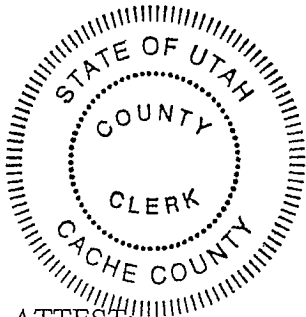
All questions with respect to the construction of this Third Amended Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

**Section 18. EXECUTION BY COUNTERPART.**

This Third Amended Interlocal Agreement may be executed in counterparts. The original of each executed Third Amended Interlocal Agreement shall be filed with the Pool.

IN WITNESS WHEREOF, the parties have signed and executed this Third Amended Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

Dated this 8 day of January, 2008.



BOARD OF COUNTY COUNCIL  
CACHE COUNTY

By: M. Lynn Lemon  
Darrell Gibbons, M. Lynn Lemon, Cache County Executive  
Cache County Council Chair

ATTEST

By: Jill Zollinger  
Jill Zollinger, Clerk, Cache County

REVIEWED AND FOUND TO BE IN PROPER FORM AND COMPLIANCE  
WITH APPLICABLE LAW.

By: George Daines  
George Daines, Cache County Attorney

Strikethrough Copy

### THIRD AMENDED INTERLOCAL COOPERATION AGREEMENT

THIS IS ~~AN~~ THE THIRD AMENDED INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between members of the Utah Counties Insurance Pool, a political subdivision of the State of Utah, each of which hereby agrees to abide by the terms and conditions of this 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 public agency insurance mutual; and

WHEREAS, the governing bodies of counties located in the State of Utah, by ~~establishing and entering into an Interlocal Cooperation Agreement, formed~~ the Utah Association of Counties Insurance Pool 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; and

WHEREAS, the governing bodies of the members of the Utah Association of Counties Insurance Mutual amended the 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; and

WHEREAS, the members of the Utah Counties Insurance Pool now desire to amend that the Amended Interlocal Cooperation Agreement, by approving and adopting this Third Amended Interlocal Cooperation Agreement;

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

#### **Section 1. EFFECTIVE DATE; DURATION.**

This Third Amended Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Third Amended Interlocal Cooperation Agreement to, and the approval and execution hereof by Resolution of the governing bodies of each of the parties. The term of this Third 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 Insurance Pool to provide the services described herein.

**Section 3. PURPOSES.**

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

1. To comply with the Utah Insurance Code and other applicable laws of the State of Utah; and
2. To ratify the previous formation of a group-funded Pool to fund through joint self-insurance, reinsurance, 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 and the Amended Articles of Incorporation of the Pool.

**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 the powers to: and authorities as provided herein and as set forth in the Amended Bylaws.
  1. ~~Elect Trustees;~~
  2. ~~Remove any Trustee from the Board by a two-thirds vote of the members present at a meeting;~~
  3. 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. and

4. Amend the Bylaws or the Articles of Incorporation by a two-thirds vote of the members present at a meeting.

**Section 5. BOARD OF TRUSTEES.**

1. ~~The Pool shall be governed by a Board of Trustees. The Trustees shall be elected by the members, shall serve at the pleasure of the members and may be removed by the members in accordance with the~~ have such powers and authorities as provided herein and as set forth in the Amended Bylaws.
2. Trustees shall be elected or appointed as provided in the Amended Bylaws and they shall serve at the pleasure of the members. Trustees may be removed by the members in accordance with 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 Utah County, representing Utah County;~~
    - c. ~~One Trustee, appointed by the governing body of Washington County, representing Washington County;~~
    - d. ~~One Trustee, appointed by the governing body of Weber County, representing Weber County;~~
    - e. ~~Two Trustees, elected by member counties of the third class, representing Counties of the third class;~~
    - f. ~~One Trustee, elected by member counties of the fourth class, representing counties of the fourth class;~~
    - g. ~~One Trustee, elected by member counties of the fifth and sixth class, representing Counties of the fifth and sixth class;~~
    - h. ~~Two Trustees, elected by all member counties, representing all counties at large;~~
    - 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 the Chair of the Litigation Management Committee;~~

~~k. One Trustee, appointed by the Board, shall be the Chair of the Personnel Committee.~~

~~Trustees serving pursuant to subsections (e)-(h) shall be Designated as "Elected Trustees" and serve two year overlapping terms. Trustees serving pursuant to subsections (a)-(d) shall serve for two year terms. Trustees serving pursuant to subsections (i)-(k) shall serve for two year terms and may be reappointed to subsequent terms by the Board.~~

- ~~2. Each Trustee shall be an elected or appointed officer or an employee of a Member.~~
- ~~3. Election of Trustees shall take place at the annual meeting of the Members. Elected Trustees shall assume office at the first Board meeting of the calendar year following their election.~~
3. 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 these Amended Bylaws.
  - b. Establish premiums, 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 obtain 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 these Amended Bylaws, the Agreement, or the Amended Articles of Incorporation of the Pool.
- l. Provide for an independent audit of claim handling procedures, payments, 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. ~~Appoint~~ Create various Committees from time to time, including, but not limited to, a Law Enforcement Committee, a Personnel Committee, and a Litigation Management Committee. as the Board considers appropriate. The members of such Committees, including the chair, shall be appointed by the Board.
- o. ~~Formally appoint the Chair of the Law Enforcement Committee, Litigation Management Committee and Personnel Committee.~~
- 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. 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 Articles of Incorporation, the Amended Bylaws, and the 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. ~~and the Amended Articles of Incorporation.~~

**Section 7. COMMITTEES.**

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

**Section 8. MANNER OF FINANCING.**

The Utah Counties Insurance Pool shall be funded by contributions from the members; the amount of such contributions shall be established by the Board of Trustees and consistent with the Utah Insurance Code.

All monies of the Pool, and earnings thereon, shall be held in the name of and for the use and benefit of the Pool. The Board of Trustees shall prepare an annual budget consistent with Utah Code Ann. 17A-1-408 et. seq.

The Utah Counties Insurance Pool is not assessable.

**Section 9. PROPERTY USED IN COOPERATIVE UNDERTAKING.**

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.

The provisions of this Amended 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.

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 Utah 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.**

Other ~~counties~~ governmental entities may become parties to this Third Amended Interlocal Cooperation Agreement, subject to the approval of the Board of Trustees, by executing an Addendum to this Agreement. In order for a ~~county~~ governmental entity to be added to this Agreement by Addendum, the Addendum

must be approved by the governing body of the ~~county~~ governmental entity to be added and the Addendum must be reviewed ~~and approved for~~ as to form and ~~compatibility~~ compliance with the applicable laws of the State of Utah by the attorney for the ~~county~~ governmental entity to be added. Prior to becoming effective, this Amended Interlocal Cooperation Agreement and the Addendum shall be filed with the person who keeps the records of the public agency being added to this Agreement.

#### **Section 11. TERMINATION OF PARTICIPATION.**

Any Member may withdraw from the Pool, at the end of a coverage period after giving the Board timely written notice of such withdrawal, pursuant to a resolution of the Member's governing body. Timely written notice of such withdrawal must be provided to the Board no later than 120 days day prior to the date the Member's coverage would otherwise renew. The Board shall consider a timely written notice of withdrawal to be a final decision unless the notice is withdrawn by the Member 90 days prior to the date the Member's coverage would otherwise renew. The Board may, by a three-fourths vote and at its sole discretion, agree to permit an earlier date of withdrawal.

A withdrawn member shall lose all voting rights upon the effective date of withdrawal. Any claim of title or interest to any asset of the Pool, and any continuing obligation of the Pool to the member or of the member to the Pool, after the effective date of the member's withdrawal, shall end.

A member shall lose all voting rights upon termination of its membership. The terminating member shall lose any claim of title or interest to any asset of the Pool, and any continuing obligation of the Pool to the member or of the member to the Pool, after the termination of membership, shall end.

#### **Section 12. DISSOLUTION AND DISPOSITION OF PROPERTY.**

The Pool may be dissolved by a majority of the Members voting in favor of dissolution at a 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.

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.

Each member's interest in the property of the Pool shall be calculated as follows:

1. 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.

2. 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.
3. 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 voluntary withdrawal or an involuntary termination of membership, the withdrawn or terminated member shall lose and have no claim to any Pool property or assets. The property interest or equity formerly attributed to that member for each fund year shall be allocated to the remaining counties that were members during that year.

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.

### **Section 13. INDEMNIFICATION.**

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.

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.

Neither this Third Amended Interlocal Agreement nor any action of the governing body of a county in adopting this Third Amended Interlocal 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 Third Amended Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk of each of the Members to this Third Amended Interlocal Agreement, and shall remain on file for public inspection during the term of this Third Amended Interlocal Cooperation Agreement.

**Section 15. AMENDMENTS.**

This Third 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 16. SEVERABILITY.**

If any term or provision of the Third Amended Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Third 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 Third Amended Interlocal Cooperation Agreement unenforceable.

**Section 17. GOVERNING LAW.**

All questions with respect to the construction of this Third 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 18. EXECUTION BY COUNTERPART.**

This Third Amended Interlocal Agreement may be executed in counterparts. The original of each executed Third Amended Interlocal Agreement shall be filed with the Pool.