

TALLAHASSEE FIRE PROTECTION DISTRICT

RESOLUTION NO. 2022-014

A RESOLUTION ADOPTING AND ENTERING INTO THE TRUST AGREEMENT FOR THE COLORADO FIREFIGHTER HEART AND CANCER BENEFITS TRUST AND TAKING OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, under state law, specifically, Part 3 of Article 5 of Title 29, Colorado Revised Statutes (C.R.S.), an employer as defined therein is required to maintain certain firefighter heart and circulatory malfunction benefits in accordance with and subject to the requirements and limitations of said Part 3; and

WHEREAS, under state law, specifically, Part 4 of Article 5 of Title 29, Colorado Revised Statutes (C.R.S.), an employer as defined therein may participate in the voluntary firefighter cancer benefits program to provide certain cancer benefits in accordance with and subject to the requirements and limitations of said Part 4; and

WHEREAS, in order to provide such benefits, an employer, which includes the Tallahassee Fire Protection District (the "District") is authorized to participate in a multiple employer health trust; and

WHEREAS, the governing body of the District has authority under Article XIV, Section 18(2)(a) of the Colorado Constitution, and Sections 10-3-903.5, 29-1-201, et seq., 29-5-302, and 29-5-402, C.R.S., as amended, to participate with other employers in a multiple employer health trust for the provision of such benefits and for related claims handling, risk management, and other functions and services related to such benefits; and

WHEREAS, the governing body has reviewed the Trust Agreement for the Colorado Firefighter Heart and Cancer Benefits Trust, a copy of which is attached hereto as Exhibit A, by and through which the Members (as defined therein) desire to establish a trust (the "Trust") and provide a benefit plan that provides firefighter heart and circulatory malfunction benefits and a benefit plan that provides cancer benefits consistent with the provisions of Part 3 and Part 4 of Article 5 of Title 29, C.R.S., as specified in the Colorado Firefighter Heart and Circulatory Malfunction Benefits Plan and Colorado Firefighter Cancer Benefits Plan (collectively, the "Plan"); and

WHEREAS, the Members intend that the Trust, together with the Plan, shall constitute an irrevocable trust exempt from taxation under Internal Revenue Code Section 115; and

WHEREAS, the governing body finds that membership and participation in the Trust and Plan would be in the best interests of the District, its employees and its taxpayers; and

WHEREAS, the governing body by this enactment desires to adopt and enter into the Trust Agreement for the Colorado Firefighter Heart and Cancer Benefits Trust, and to take other actions in connection therewith.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Tallahassee Fire Protection District hereby:

1. Approves the contract entitled Trust Agreement for the Colorado Firefighter Heart and Cancer Benefits Trust, a copy of which is attached hereto as Exhibit A and incorporated into this Resolution by this reference (the “Trust Agreement”).
2. Authorizes and directs the presiding officer of the governing body to execute the Trust Agreement on behalf of the District.
3. Directs that staff transmit to the Colorado Firefighter Heart and Cancer Benefits Trust (the “Trust”), McGriff, Seibels & Williams Inc., PO Box 1539, Portland, OR 97207-1539, executed and attested copies of this Resolution and such Trust Agreement.
4. Designates David Levy as its initial Member Representative to the Trust and designates Christopher Parker as its initial Alternate Representative to the Trust, such persons having the addresses stated below.
5. Representative Mailing Address: PO Box 510, Canon City, CO 81215-0510
Representative E-mail Address: David.Levy@talxfire.com

Alternate Representative Mailing Address: PO Box 510, Canon City, CO
81215-0510
Alternate Representative E-mail Address: Chris.Parker@talxfire.com
6. Understands that, with the adoption of this Resolution and subject to the terms of the Trust Agreement, the District becomes a Member of the Trust, with its participation to commence effective as of the date determined in accordance with the Trust Agreement. The governing body of the District hereby requests, unless other dates are later designated by the governing body, that coverage should begin on the following dates for the following type of coverage:

Date	Coverage
August 1, 2022	Heart and Circulatory Award Coverage
August 1, 2022	Cancer Award Coverage

IN WITNESS WHEREOF, this Resolution was adopted by a majority vote of the Board of Directors of the Tallahassee Fire Protection District on the 7th day of September, 2022.

TALLAHASSEE FIRE PROTECTION DISTRICT

By David Levy
David Levy, Chairman/Board President

ATTEST:

By Tamara Becht
Tamara Becht, Treasurer



**COLORADO SPECIAL DISTRICTS PROPERTY AND LIABILITY POOL
REPAYMENT AGREEMENT**

This Repayment Agreement ("Agreement") is made between the Colorado Special Districts Property and Liability Pool ("Pool") and Tallahassee FireProtection District ("Member").

RECITALS

A. As an incentive for its workers' compensation pool members to participate in the Colorado Firefighter Heart and Cancer Benefits Trust ("Trust") Cancer Award Program ("Cancer Award Program"), the Pool has developed a contribution payment program for Pool payment to the Trust of the annual contribution for the Trust's coverage period July 1, 2022, through June 30, 2023.

B. Such program is for the Pool's workers' compensation pool members who continue workers' compensation coverage with the Pool from July 1, 2022, through June 30, 2023.

C. The Pool and Member intend by this Agreement to set forth their understanding that Member shall reimburse the Pool for a prorated share of the Cancer Award Program annual contribution made by the Pool in the event Member cancels or chooses not to renew its workers' compensation coverage with the Pool at any time from July 1, 2022, through June 30, 2023.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Cancer Award Program Contribution. In consideration of the recitals and promises herein, the Pool will pay to the Trust on behalf of Member the Member's annual contribution for Member's participation in the Trust Cancer Award Program for the coverage period July 1, 2022, through June 30, 2023 (the "Contribution").

2. Reimbursement of Contribution. In the event Member cancels or chooses not to renew its workers' compensation coverage through the Pool at any time during the coverage period July 1, 2022, through June 30, 2023, then within thirty (30) days of invoicing by the Pool, Member shall repay to the Pool a prorated amount of the Contribution, equal to 1/365th of the total amount of the Contribution multiplied by the number of days remaining from the date of Member's workers' compensation coverage cancellation or expiration to June 30, 2023. Amounts not paid when due shall be assessed simple interest at the rate of 12% per annum.

3. Entire Agreement. The parties acknowledge that this Agreement constitutes the sole agreement in this matter, that it supersedes any prior oral or written agreements, and that any modifications may only be affected by a writing signed by the parties to this Agreement. If any provision of this Agreement is found to be unenforceable, then the remaining provisions shall remain valid and enforceable.

IN WITNESS WHEREOF, this Agreement was approved by the governing body of the Member on the 7th day of Sept., 2022.

MEMBER

**COLORADO SPECIAL DISTRICTS PROPERTY
AND LIABILITY POOL**

By: David Levy

David Levy

Printed Name

Board President

Title

By: Joseph DePaepe

Joseph DePaepe

Printed Name

CSD Pool Administrator

Title