

**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 _____ ("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 _____ day of _____, 2022.

MEMBER

**COLORADO SPECIAL DISTRICTS PROPERTY
AND LIABILITY POOL**

By: _____

By:  _____

Printed Name

Joseph DePaepe

Printed Name

Title

CSD Pool Administrator

Title