



**SOUTH METRO FIRE RESCUE**  
**Special Board of Directors' Meeting**  
**August 18, 2025**  
**9195 East Mineral Avenue, Centennial, CO**

**I. SPECIAL BOARD MEETING – 6:00 P.M. – Board Room**

**A. MEETING CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE**

**C. ROLL CALL**

**D. APPROVAL OF THE AGENDA**

**E. CONFLICT OF INTEREST DISCLOSURE**

**F. PUBLIC COMMENT**

*Public Conduct at Meetings.* Comments by members of the public shall be made only during the “Public Comment” portion of the meeting or a specified “Public Hearing,” and shall be limited to three minutes per individual and five minutes per group spokesperson unless additional opportunity is given at the Board’s discretion. Each member of the public wishing to speak shall identify themselves by name, address, and agenda item, if any, to be addressed. Disorderly conduct, harassment, or obstruction of or interference with meetings by physical action, verbal utterance, nuisance or any other means are prohibited. Such conduct may result in removal of person(s) responsible for such behavior from the meeting, a request for assistance from law enforcement, and criminal charges filed against such person(s).

**G. CONSENT AGENDA ITEMS**

*Consent Agenda items are provided for study in the Board packets and introduced in the General Session for the Board’s review. They can be adopted by a single motion. All resolutions and proposed actions must be read by title prior to a vote on the motion. Any Consent Agenda items may be removed at the request of a Director and heard separately or tabled.*

1. Colorado Special Districts Property and Liability Pool Repayment Agreement – Chapman

**H. ACTION ITEMS**

1. SMFR Resolution No. 2025-05 A Resolution Calling for a November 4, 2025 Special Election and (1) Authorizing a Ballot Question on a Mill Levy Increase; and (2) Appointing a Designated Election Official – Dell’Orfano

**I. DISCUSSION/POTENTIAL ACTION ITEMS**

*With a two-thirds (2/3) vote of the board members in attendance, the board has the discretion to amend the Agenda to move any Discussion/Potential Action Item to an Action Item.*

**J. INFORMATION ITEMS**

**K. EXECUTIVE SESSION (UPON MOTION)**

N/A

**L. NEXT MEETING(S)**

Regular Board of Directors' Meeting to be held on September 8, 2025, 6:00 p.m. at 9195 East Mineral Avenue, Centennial, CO.

Special Board of Directors' Meeting to be held on September 15, 2025, 6:00 p.m. at 9195 East Mineral Avenue, Centennial, CO.

**M. ADJOURNMENT**

# BOARD OF DIRECTORS AGENDA ITEM

## STAFF REPORT



**Meeting Date:** 8/18/2025

**Agenda Item Type:** Action Item

**Agenda Item:** Colorado Special Districts Property and Liability Pool Repayment Agreement

**Submitted By:** Camie Chapman, CHRO

**Approved:** Matt Weller, Deputy Chief

### SUMMARY:

The District participates in the Colorado Firefighter Heart, Cancer and Behavioral Health Benefits Trust. The Heart Trust premium is paid by the District to the CSD Pool. Once paid we apply and receive reimbursement through the Colorado Department of Local Affairs (DOLA) Firefighter Cardiac Benefit Program. The District's workers' compensation coverage is through the CSD Pool. A member benefit is that the CSD Pool pays the premium for the Cancer Award Program, with the exception of Breast and Thyroid which we are obligated to pay separately. The CSD Pool requires the Repayment Agreement between the CSD Pool and the District acknowledging SMFR's repayment obligation in case we cancel or choose not to renew the workers' compensation coverage during the coverage period from July 1, 2025, to June 30, 2026. It needs to be executed by the District's governing body. We have signed previous coverage period agreements since participating in the Trust product.

### BACKGROUND:

### FINANCIAL IMPACT:

### STRATEGIC INITIATIVE:

Click or tap here to enter text.

### RECOMMENDED ACTION/MOTION:

Consent Agenda Item

### ALTERNATIVE OPTIONS:

Click or tap here to enter text.

**ATTACHMENTS:**

Click or tap here to enter text.

**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 program members to participate in the Colorado Firefighter Heart, Cancer and Behavioral Health Benefits Trust ("Trust") and the Cancer Award Program ("Cancer Award Program"), the Pool has developed a contribution payment program for Pool payment to the Trust of the Member's qualifying contribution for the Trust's coverage period July 1, 2025, through June 30, 2026.
- B. Such program is for the Pool's members who continue workers' compensation coverage with the Pool from July 1, 2025, through June 30, 2026.
- 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 qualifying contribution made by the Pool in the event Member cancels, chooses not to renew, or only carries its workers' compensation coverage without 7710 and/or 7711 class code with the Pool at any time from July 1, 2025, through June 30, 2026.

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 qualifying contribution for Member's participation in the Trust Cancer Award Program for the coverage period July 1, 2025, through June 30, 2026 (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, 2025, through June 30, 2026, then within thirty (30) days of invoicing by the Pool, Member shall repay to the Pool a prorated amount of the Contribution, equal to 1/365<sup>th</sup> 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, 2026. 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 \_\_\_\_\_, 2025.

**MEMBER**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**COLORADO SPECIAL DISTRICTS PROPERTY  
AND LIABILITY POOL**

By:  \_\_\_\_\_

\_\_\_\_\_  
Joseph DePaepe

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
CSD Pool Administrator

\_\_\_\_\_  
Title