AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Counties Casualty and Property Pool Agree

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Renewal of CAPP Insurance for 2019

Fiscal Impact: $101,971

Submitted by: Linda Nienhueser **Submitter's Email Address:** lnienhueser@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, included in budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/18/2017

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 12/20/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 12/20/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/20/2017

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/22/2017

Revised April 2015

CTSI
Serving Colorado's Counties

Colorado Counties Casualty and Property Pool
Agreement for Partially Self-Funded Program
Gunnison County
January 1, 2018 through December 31, 2018

THIS AGREEMENT is entered into this 1st day of January, 2018 by and between the Colorado Counties Casualty and Property Pool ("CAPP" or "Pool"), a legal entity formed by intergovernmental agreement under Colorado law, and **Gunnison County** ("County"), a political subdivision of the State of Colorado.

ARTICLE 1.0 RECITALS

1.1 The County is a member in good standing of CAPP and has adopted the CAPP Bylaws and Intergovernmental Agreement (the "Intergovernmental Agreement"), as amended from time to time by the CAPP membership.

1.2 The County is current with respect to all of its obligations to CAPP and therefore eligible to participate in CAPP's partially self-funded option program (the "Program").

1.3 The County wishes to self-fund through CAPP a portion of its anticipated property and casualty claims for program year 2018 while having CAPP continue to provide claims adjudication and management services and loss control and prevention programs for the County and CAPP is willing to provide such services on the terms and conditions hereafter stated.

ARTICLE 2.0 TERM

2.1 This Agreement shall take effect on January 1, 2018, and shall coincide with the term of CAPP's obligations to pay the retention under the CAPP excess insurance policies (hereafter "Policies"), subject to paragraph 3.7 of this Agreement.

ARTICLE 3.0 OBLIGATIONS OF COUNTY

3.1 The County shall pay CAPP **$148,862** with equity credit of **($32,712)** and discount of CTSI fees in the amount of **($14,178)** for a total contribution due of **$101,971** by January 31, 2018 for insurance coverage and services rendered by CAPP for the period January 1, 2018 – December 31, 2018. For services provided by CAPP after December 31, 2018, pursuant to paragraph 4.1 of this Agreement, the County shall budget, appropriate and irrevocably pledge an annual fee to be determined by the CAPP Board of Directors.

3.2 The County shall budget, appropriate, and irrevocably pledge **$53,055** in 2018 and thereafter at least annually shall budget, appropriate and irrevocably pledge additional funds sufficient, which may be determined from time to time by CAPP after consideration of actuarial or other financial reports, for the payment of the first **$100,000** of each qualified claim and allocated loss expenses per occurrence subject to the Policies ("County self-funded retention"), none of which payments shall be the responsibility of CAPP.

7.5 This Agreement may be enforced by the parties or by any member, if so authorized by the CAPP Board of Directors. All costs incurred by CAPP in the attempt to collect any amount due under this Agreement, including reasonable attorney fees, court costs, and any arbitration costs, shall be paid by the County. The venue for any court action related to this Agreement shall be the Denver District Court.

7.6 Notices in connection with this Agreement and its Addenda shall be delivered to the following in the case of CAPP:

Colorado Counties Casualty and Property Pool
c/o County Technical Services, Inc.
800 Grant St., Suite 400
Denver, CO 80203

and to the following in the case of County:

CAPP Designated Correspondent

_____

_____

7.7 Any functions, powers, and responsibilities of CAPP provided for in this Agreement shall be exercised by the CAPP Board or its authorized designee.

7.8 In addition to any other remedies which may exist, the CAPP Board may submit any dispute under this Agreement to advisory arbitration, which shall be conducted pursuant to the rules of the American Arbitration Association or other Colorado court annexed arbitration system in Denver, Colorado, as the Board may determine.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the following persons authorized to act on behalf of their respective entities, dated and effective as of January 1, 2018.

COLORADO COUNTIES CASUALTY AND PROPERTY POOL (CAPP)

_____ Date: December 1, 2017
Allen E. Chapman
CTSI Executive Director

Gunnison County, Colorado (County)

By: _____ Date: _____
Chair, Board of County Commissioners

By: _____ Date: _____
County Clerk

(COUNTY SEAL)