

**Rocky Mountain Risk Self Insurance Group**

**(a Self-Insurance Pool)**

**Updated Amended and Restated  
Pool Agreement  
Effective May 13, 2020**

## INDEX

### ARTICLE I

- 1.1
- 1.2
- 1.3
- 1.4
- 1.5
- 1.6
- 1.7
- 1.8

### General

Name  
Authority  
Purpose  
Coverage  
Assets  
Board Authority  
Incurring of Liabilities  
Fiscal Year

### ARTICLE II

- 2.1
- 2.2
- 2.3

### Membership

Members  
Additional Members  
Action by Members

### ARTICLE III

- 3.1
- 3.2
- 3.3
- 3.4
- 3.5
- 3.6

### Board of Directors

Board of Directors  
Members  
Meetings/Procedures  
Officers  
Powers and Duties of the Officers  
Indemnification

### ARTICLE IV

- 4.1
- 4.2
- 4.3
- 4.4

### Administrator

Administrator  
Duties and Authority of the Administrator  
(a) Books and Records  
(b) Claims Administration  
(c) Risk Management and Loss Control  
(d) Management of Contributions  
(e) Payments  
(f) Other  
Indemnification  
Cooperation of Members

### ARTICLE V

- 5.1
- 5.2
- 5.3
- 5.4

### Pool Funds -Investments

Pool Funds  
Investment Policy/Procedures  
Custodian  
Accounting

### ARTICLE VI

- 6.1
- 6.2
- 6.3

### Contributions and Other Requirements of Members

Allocation of Contributions  
Minimum Surplus  
Operating Expenses and Claims

6.4	Earnings
6.5	Annual and Periodic Contributions
6.6	Adjustments
6.7	Dividends
6.8	Computation and Notice of Required Contributions
6.9	Cooperation of Members
6.10	Report of Incidents, Claims and Losses
6.11	Subrogation
6.12	Right of Inspection
6.13	Provision of Information

## ARTICLE VII

7.1	Withdrawal from Membership
7.2	Termination of Membership
7.3	Treatment of Assets Upon Withdrawal or Termination
7.4	Termination of Benefits and Additional
7.5	Continuing Obligations

## ARTICLE VIII

8.1	Contributions
8.2	Joint Deposit
8.3	Bank Accounts
	(a) Operating Account
	(b) Claims Account
8.4	Single Fund
8.5	Annual Audit

## ARTICLE I

9.1	Coverage of Claims
9.2	Investigation and Defense
9.3	Insurance and Excess Insurance

## ARTICLE X

10.1	Claim Administrator
10.2	Duties and Authority of the Claim Administrator
	(a) Authority
	(b) Claims Administration
10.3	Fee
10.4	Cooperation of Members

## ARTICLE XI

11.1	Amendment
11.2	Termination
11.3	Termination of Benefits

## Change in Membership

## Assets

## Claims Administration and Payment of Claims

## Claim Administrator

## Amendment and Termination

## ARTICLE XII

12.1  
12.2  
12.3  
12.4  
12.5  
12.6  
12.7  
12.8  
12.9  
12.10

## Miscellaneous

Entire Agreement. Binding Nature  
Duration  
No Third Party Benefit  
Prohibition Against Assignment  
No Rights in specific Assets. No Partition  
Insurance Laws  
Tax Laws  
Comparable Quality  
Governing law  
Continuing Effect

**Rocky Mountain Risk Insurance Group (a Self-Insurance Pool)**  
**UPDATED AMENDED AND RESTATED SELF INSURANCE POOL AGREEMENT**  
**Effective May 13, 2020**

THIS UPDATED AMENDED AND RESTATED SELF-INSURANCE AGREEMENT (hereinafter "Agreement") is effective as of May 13, 2020 between and among MAPLETON PUBLIC SCHOOLS, Adams County, Colorado; SCHOOL DISTRICT NO. 27J, Adams County, Colorado; and WESTMINSTER PUBLIC SCHOOLS, Adams County, Colorado (collectively hereinafter "School Districts" or "Parties").

**WITNESSETH:**

WHEREAS, the Adams County Board of Cooperative Educational Services (hereinafter the "BOCES") is a Board of Cooperative Services duly formed and existing under and pursuant to the Boards of Cooperative Services Act of 1965, 22-5-101, et seq., C.R.S., and is a body corporate that may enter into contracts; and

WHEREAS, each of the above-named School Districts is a public school district duly formed and existing under and pursuant to the School District Organization Act of 1965, 22-30-101, et seq., C.R.S., and is a body corporate that may enter into contracts;

NOW THEREFORE, the Parties hereby, for good and valuable consideration, the receipt of which is hereby acknowledged, agree to and accept this Agreement as of the effective date set forth above.

**ARTICLE I**  
**GENERAL**

1.1 Name. The self-insurance pool shall be known as the "Rocky Mountain Risk Insurance Group (a Self-Insurance Pool)" (hereinafter the "Pool" or "RMRIG").

1.2 Authority. The Pool was initially formed, and is and remains authorized to operate by one or more of the following Colorado Statutes: the Boards of Cooperative Services Act, of 1965, 22-5-101, et seq., C.R.S.; the School District Organization Act of 1965, 22-30-101, et seq., C.R.S.; 24-10-115.5, C.R.S., providing for cooperation between Colorado School Districts in the formation of liability self-insurance pools; 29-13-101, et seq., C.R.S., providing for cooperation between Colorado School Districts in the formation of property self-insurance pools; C.R.S. 8-44-101 et



seq, providing for cooperation between Colorado School Districts in the formation of workers' compensation self-insurance pools; C.R.S. 8-44-204 which allows school districts to establish and maintain an insurance reserve fund; 24-10-115.5(7), C.R.S., providing for the combining and commingling of funds appropriated by the members and received by liability and property pools for liability or property insurance or self-insurance or for other purposes of the pool; 29-1-201, et seq., and 22-32-122, C.R.S., providing for cooperation and contracts between Colorado school districts; and such other Colorado statutes as may now or hereafter and from time to time apply to the Pool and membership herein.

1.3 Purpose. The purpose of the Pool is to maintain a self-insurance pool for the participating School Districts in the pooling, procurement and coverages of their liability, property and workers' compensation risk and loss exposures.

1.4 Coverage. The insurance coverage provided by the Pool shall be set forth in a separate Coverage Agreement to be adopted by the RMRIG Board of Directors ("Board") or by the issuance(s) of "memorandums of coverage" which explain and detail the effective dates, the involved coverages, retentions and excess coverages. The Board may amend or modify the Coverage Agreement or the memorandum of coverage at any time, but no amendment or modification shall have the effect of decreasing any rights of a member accrued as of the date of the amendment or modification.

1.5 Assets. All monies or assets contributed or paid to the Pool, and any and all other assets of the Pool, and any earnings thereon, shall be held in the name of "Rocky Mountain Risk Insurance Group (a Self-Insurance Pool)" unless otherwise provided herein. All assets of the Pool shall be received, held, managed, invested, expended and disbursed as is provided herein and only in furtherance of the purposes of the Pool and on behalf of the members of the Pool.

1.6 Board Authority. The Board is empowered to act in all matters on behalf of the Pool as in the judgment of, and upon a vote of, the Board may be necessary or desirable in the furtherance of the purposes of the Pool and to the extent allowed by law.

1.7 Incurring of Liabilities. Except as provided herein, neither the Board of Directors nor any other persons or entities are authorized to incur liabilities or obligations or enter into contracts on behalf of the members of the Pool.

1.8 Fiscal Year. The fiscal year of the Pool shall be July 1, through June 30.

## **ARTICLE II**

### **MEMBERSHIP**

2.1 Members. The current Members of the Pool are the School Districts named above.

2.2 Additional Members. Additional eligible public entities, school districts, and postsecondary institutions located within the State of Colorado may become members of the Pool upon application for membership in form and manner as shall be prescribed by the Board, and upon the affirmative vote of two thirds (2/3) of the Rocky Mountain Risk Insurance Group Board. Each additional member shall upon admission to membership in the Pool become and be bound by all agreements theretofore entered into by the Pool on behalf of the members, subject to the obligations imposed by and entitled to the rights granted by such agreements as of the date of admission.

2.3 Action by Members. To the extent permitted by law, all actions of the Members in connection with the business and affairs of the Pool and their membership therein shall be taken by and through their respective representatives on the Board of Directors.

## **ARTICLE III**

### **BOARD OF DIRECTORS**

3.1 Board of Directors. The business and affairs of the Pool shall be managed by the Rocky Mountain Risk Insurance Group Board (hereinafter the "Board"), which shall have and shall exercise all the authority and powers and discharge all the duties of the Pool, within the scope of and to the extent they are consistent with the relevant duties and powers of a Board of Cooperative Services expressed in C.R.S. §§ 22-5-107 and 22-5-108, respectively, except as is otherwise herein provided.

3.2 Members and Terms. The Board is made up of one representative chosen from the elected membership of, and appointed by the Board of Education of, each member School District and whose authority to serve on the Board is evidenced by a resolution adopted by the member's School District Board. The term for the chosen representative shall extend until the expiration of such representative's term of office, or at any time prior thereto (upon a minimum of thirty (30) days advance written notice to the representative's School District's Board of Education and to the Pool by notice from that representative of his or her resignation (the death or disability of such



representative shall be considered to be a resignation and the thirty day notice is waived) or upon notice of a change by a decision from the appointing Board of Education. In any case, such representative shall serve at the pleasure of the appointing Board of Education. In the event of a vacancy created by the resignation of a representative, the member Board of Education will appoint a successor representative.

3.3 Meetings/Procedures. The Board shall meet as required by law and the policies adopted by the Board pursuant to such legal requirements. The conduct of such meetings, including discussion of and action upon Pool issues, shall be governed by applicable law as well as procedures adopted by the Board.

3.4 Officers. The officers of the Board shall consist of a President and a Vice-President, and shall be elected by the Members. Additional officers may be designated at the discretion of the Board.

3.5 Powers and Duties of the Officers. The powers and duties of the Pool Officers shall be as follows:

(a) President. The President shall have the power and duty to set and convene meetings and shall be responsible to chair and conduct all meetings, shall sign all documents and contracts approved by the Board and to which the Pool may become a party, shall have the authority to call special meetings of the Board, and shall carry out such other duties as may be assigned or delegated by the Board.

(b) The Vice-President shall assume all duties and responsibilities of the President in the President's absence and shall perform such other duties as may be assigned or delegated by the Board.

3.6 Indemnification. Each Director of the Board shall be indemnified by the Pool against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may become involved, by reason of his or her being or having been a Director, or any settlement thereof made with Court approval, whether or not he or she is a Director at the time such expenses are incurred, except in such cases wherein the acts or omissions of the Director have been adjudged to be willful and wanton provided, that in the event of a settlement, the indemnification herein shall apply only when the Board, as well as the Court, approves such settlement and reimbursement as being in the best



interests of the Pool. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director may be entitled.

#### **ARTICLE IV** **ADMINISTRATOR**

4.1 Administrator. The Executive Director of the Rocky Mountain Risk Insurance Group shall act as Administrator of the Pool. The Executive Director may serve under contractual agreements between the Adams County Board of Cooperative Educational Services ("BOCES") and the Pool and provide needed services to both entities.

4.2 Duties and Authority of the Administrator. The Administrator shall be responsible for the administration of the Pool and shall have all such powers and authority as shall be necessary or desirable in the administration of the Pool, including engaging the Claims Administrator (see Article X) and engaging or hiring any other needed staff, including but not limited to, staff to provide insurance management and risk management services, subject to budget considerations and approvals or such reasonable restrictions or requirements as the Board, in its discretion, may impose.

(a) Books and Records. The Administrator, or designated staff, shall be responsible for the maintenance of accounts and records for the Pool, including the periodic preparation of detailed financial statements for the members which include control accounts for assets transferred to the custodian for investment purposes, and for claims. The Administrator shall render periodic reports to the Board.

(b) Claims Administrator. The Administrator shall oversee and coordinate the adjustment of claims by the Claims Administrator which shall include: (i) coordination of the claim adjustment function as performed by the designated claims adjusting firm; (ii) review the status of any claim as requested by the Board of Directors; and (iii) recommend appropriate action to finalize settlement of pending claims. Nothing herein is intended to make the Administrator liable for the errors or omissions of the Claim Administrator, its agents or employees, and the Administrator shall not be liable for any such errors or omissions.

(c) Risk Management and Loss Control. The Administrator, or designated staff, shall develop a risk management program for the Pool, to be implemented by the Pool members, which on a systematic, member-wide basis is expected, if followed, to reduce preventable losses and

minimize the financial severity of the claims. The risk management program shall include the following: loss identification; loss evaluation; loss control and prevention; claims coordination; and evaluation of the effectiveness of the risk management program.

(d) Management of Contributions. The Administrator, or designated staff or outside consultants who might be involved, such as the auditor or actuary, shall compute all contributions required of Pool members as the same are established and assessed by the Board from time-to-time.

(e) Payments. The Administrator, or designated staff, subject to his oversight and approval, shall approve for payment all items of expense specifically allowed or contemplated by the Board, and such other items as may be directed by the Board, and shall give a periodic accounting of all monies so expended.

(f) Other. The Administrator shall do and perform such other, further and additional things, acts and duties as are generally done and performed by persons or entities administering and implementing insurance pools of this nature.

4.3 Indemnification. The Pool, its Executive Director and staff performing Pool administrative functions of and for the Pool shall be indemnified by the Pool and its Members against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her or them in connection with any proceeding to which he or she may become involved, by reason of his or her being or having been Administrator or involved staff of the Pool, or any settlement thereof made with Court approval, whether or not he or she is Administrator or staff at the time such expenses are incurred, except in such cases wherein the acts or omission of the Administrator or staff have been adjudged to be willful and wanton. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such administrator may be entitled.

4.4 Cooperation of Members. The Pool Members shall cooperate with and render all reasonable assistance to the Administrator in the discharge of his/her/its duties and exercise of authority in accordance with the terms of this Agreement and any bylaws or policies adopted by the Board or applicable to the BOCES as it is or may also be involved.



**ARTICLE V**  
**POOL FUNDS – INVESTMENTS**

5.1 Pool Funds. As used in this Agreement, “Pool Funds” includes and is understood to mean any and all assets. Except as set forth related to an event of liquidation of the Pool, no member, person, organization or entity shall have any right, title or interest in the Pool Funds.

5.2 Investment Policy/Procedures. Funds of the Pool, including member School District’s contributions, will be administered pursuant to the Rocky Mountain Risk Insurance Group Investment Policy, Guidelines and Procedures.

5.3 Custodian. The Pool shall also retain a custodian for the safekeeping of the funds of the Pool. The custodian shall be an “eligible public depository” authorized by law to act as a fiduciary and under the supervision of the State Bank Board, Colorado Division of Banking or a national banking association authorized to act as a fiduciary. The custodian shall provide safekeeping services, and act as a fiduciary with respect to the assets and funds of entrusted to it. Further, the custodian shall assume total responsibility for the loss, disappearance, theft or unaccountability of all assets of the Pool held by it or otherwise in its possession, custody or control as nominee or otherwise. The custodian shall indemnify and hold harmless the Pool and its members from and against any and all claims, demands, judgments, loss, damage, costs, expenses and attorney’s fees the Pool or its Members may incur as a result of its errors or omissions. The foregoing provisions will be set forth in accordance with a written agreement between the Board and the custodian, and such other terms and conditions as the Board and the custodian may agree.

5.4 Accounting. As a further provision contained in the agreement between the Board and the custodian, the custodian shall keep complete and accurate accounts, books and records of all receipts, disbursements, investments and other transactions under its control or to which it is a party. All accounts, books and records relating to the assets, investments, business, or affairs of the Pool shall be open to inspection or audit to any Member of the Pool at all reasonable times. The custodian shall fully cooperate with the conduct of any audit authorized or directed by the Board.



**ARTICLE VI**  
**CONTRIBUTIONS AND OTHER REQUIREMENTS OF MEMBERS**

6.1 Allocation of Contributions. The allocation of Pool Member contributions shall be determined by the Board utilizing such factors as, but not limited to, the proportion of Member's respective insured values for Property, their respective Pupil Enrollment for Liability, their respective payrolls for Workers' Compensation. The Board may modify contributions based on claims experience of individual Member School Districts.

6.2 Minimum Surplus. The total amount of the minimum surplus shall be no less than the amount of \$800,000 as currently required by the Colorado Division of Insurance, or as it may be adjusted by the Board, or as may be required by the Division of Insurance in its discretion. Any required surplus contribution of and for any new member of the Pool shall be calculated by the Board.

6.3 Operating Expenses and Claims. Each Pool member shall contribute to the operating expenses and claims expenses and claims reserves of the Pool as may be adjusted from time to time. The operating expense and claims contribution of any new member of the Pool shall be calculated by the Board on a basis consistent with the current operating expense and claims contributions of the existing Members. "Operating expenses" includes the costs and expenses of the administration and operation of the Pool, and "claims" which means claims incurred and actuarially reserved and settlements made and expenses allocated thereto. A Member's share of operating expenses and contributions, whether initial or pursuant to annual or any needed periodic contribution, shall be determined and assessed by the Board based upon the relative risks, losses, and expenses attributable to such member's properties and activities and loss experience.

6.4 Earnings. Net earnings of the Pool shall, in the discretion of the Board, be either (a) designated as and used to increase surplus, or, with the permission of the Division of Insurance if required (b) be applied, in amounts to be determined by the Board, to the Members next required Annual or Periodic Contribution.

6.5 Annual and Periodic Contributions. Each Member shall make an Annual Contribution to the Pool on July 1 of each year in an amount equal to that recommended by the Pool's actuary for reserves and for, and including, administrative expenses as determined by the historical contribution formula as determined by the Administrator and/or as budgeted by the Pool Board;

provided however, that surplus may not be decreased below the minimum amount required by the Commissioner of Insurance without his/her prior approval.

The Board shall require additional Periodic Contributions from time-to-time during the Pool's fiscal year equal to each Member's share (based upon the amounts due and owing for any needed additional reserves or other Pool expenses based upon the actuary's analyses, auditor's analyses and the historically used contribution method and as approved by the Board) of the operating expenses and claims described in Section 6.3 already incurred or reasonably expected to be incurred within thirty (30) days of the due date of the Periodic Contribution. In addition, a Periodic Contribution will be required upon a determination by the Board that the financial condition of the Pool, including cash flow availability, is such that additional contributions are necessary. As set forth in Article 7, such Annual or Periodic Contributions may also be required of a withdrawn or terminated Member.

6.6 Adjustments. The surplus and the operating expense and claims amount shall be annually determined. These amounts may be otherwise increased or decreased from year to year in the discretion of the Board, provided that surplus may not be decreased below the minimum amount required by the Commissioner of Insurance without his/her prior approval. The Board may from time to time in its discretion adjust each member's obligation to contribute to surplus and operating expenses and claims reserves to reflect loss development or other changes in operating or other costs in which case the Board may and is authorized to require one or more Periodic Contributions from a or all members.

6.7 Dividends. The Board may from time to time in its discretion provide for a dividend to members if the Board of Directors determines that the aggregate surplus is sufficient to permit such dividend in accordance with sound industry practice and such dividend is consistent with the aims and purposes of the Pool. Dividends will not be provided so as to impair the Pool. If the proposed dividend is such that it is "material" as defined in the applicable DOI Regulation, then any such dividend must be approved, in advance, by the Division of Insurance.

6.8 Computation and Notice of Required Contributions. The Administrator shall compute the contributions required of the members as established and assessed by the Board of Directors. The Administrator shall give notice of the amounts of required Annual Contributions to the members prior to July 1, of each year, and of required Periodic Contributions at least thirty (30) days before they are due.



Any unpaid contributions which are due from a withdrawing or terminated Member shall be due and payable upon receipt of a statement or statements therefore from the Administrator or the Board.

6.9 Cooperation of Members. The Members agree to follow the loss prevention and risk management programs of the Board, and to abide by all policies, procedures, conditions, requirements, rules and regulations regarding loss control and risk management which may be approved by the Board.

6.10 Report of Incidents, Claims and Losses. The Members agree to promptly give notice of any incidents, claims or losses to the Administrator in accordance with the provisions of this Pool Agreement, the forms and other documents relating to the Pool, and the requirements of any insurance or excess insurance carriers.

6.11 Subrogation. Each Member agrees that in the event of the payment of any loss the Pool or, if and as applicable, its involved excess carrier(s) shall be subrogated to all of the Member's rights of recovery therefore as may be provided in any insuring documents related thereto.

6.12 Right of Inspection. Each Member agrees that the Board, the Administrator or any of their duly authorized agents, servants, employees or attorneys shall be permitted at any reasonable time or times to inspect the member's property and operations and to examine the member's books, documents and records of any and every kind or nature which are pertinent to the administration of the Pool. This right of inspection continues after and in the event of a termination or withdrawal of any Member.

6.13 Provision of Information. Each Pool member, or any terminated or withdrawn Member, shall provide all information required by the Board or the Administrator which is pertinent to the administration of the Pool.

## **ARTICLE VII**

### **CHANGES IN MEMBERSHIP**

7.1 Withdrawal from Membership. A Member may withdraw from the Pool effective as of July 1 of any year by giving written notice of its intention to withdraw on or before January 1 of the same year to the Board and the Administrator, which notice shall be accompanied by a certified



copy of a resolution adopted by the Member's governing body directing that such notice be given.

7.2 Termination of Membership. The Board shall have the power to terminate a School District's membership in the Pool for:

(a) A Member's failure to comply with the provisions of the Pool Agreement and all other documents relating to the Pool, including, but not limited to the requirements to make payment of any annual or periodic contribution;

(b) The Member's refusal or failure to follow the loss control or risk management programs approved by the Board;

(c) The Member's refusal or failure to give prompt notification to the Administrator of losses; or

(d) The Member's ceasing to be a duly authorized and existing public school district or eligible public entity in the State of Colorado.

In case of termination for non-payment of Annual or Periodic Contributions, termination shall be as of the renewal date for which such contribution was required to be paid. In the event there exists any other cause for termination, the Board shall give thirty (30) days prior notice to the Member of the date, place and time when the Board will consider terminating the Member's membership in the Pool, and the Member shall be entitled to be present at that meeting and to present evidence and reasons why it should not be terminated. The decision of the Board shall be final, and any termination shall be effective as of the date and upon the terms and condition specified by the Board. In the event of any termination or withdrawal of a Member, such terminated or withdrawn Member's past due or future obligations continue unabated and payment therefor shall be made within thirty (30) days of an invoice from the Pool.

7.3 Treatment of Assets Upon Withdrawal or Termination. Upon withdrawal or termination, the former Pool Member is not entitled to any portion of Assets

7.4 Termination of Benefits and Additional Contributions by a Withdrawn or Terminated Member. Nothing herein contained shall be construed to require the Pool to pay any claims, make any settlements or incur any expenses for claims incurred after withdrawal or termination from the Pool, or to relieve the member from the requirement of making any past due or additional Periodic

Contributions to the Pool in amounts calculated in accordance with Section 6.5. Sums due hereunder from a withdrawn or terminated Member shall be due and payable upon receipt of a statement or statements therefore from the Administrator or the Board.

7.5 Continuing Obligations. In the event of the withdrawal or termination of a Pool Member, and if the Pool has entered into or made any contractual obligations to any third parties the withdrawing or terminated member shall be released, as of the effective date of the withdrawal or termination, from any such contractual obligations, but any such contractual obligations shall remain as obligations of the remaining Members.

## **ARTICLE VIII**

### **ASSETS**

8.1 Contributions. All contributions of members and other sums payable to the Pool shall be made payable to the "Rocky Mountain Risk Insurance Group (a Self-Insurance Pool)" and shall be delivered to the Administrator for deposit to the account of the Pool.

8.2 Joint Deposit. The Pool, as required by the Division of Insurance, shall maintain a joint deposit account.

8.3 Bank Accounts. The Pool shall establish and maintain an Investment Account, Operating Account, Claims Account and such other bank accounts as are necessary for the transaction of its business.

(a) Operating Account. The Operating Account shall be utilized for the payment of all costs and expenses incurred in the operation, administration and management of the Pool. All contributions of members for the payment of operating costs and expenses and earnings thereon shall be deposited to the Investment Account. The Administrator shall be authorized to withdraw funds from the Investment Account to transfer to the Operating Account for the purpose of paying operating expenses. The Administrator shall be authorized to withdraw funds from the Investment Account upon such conditions as the Board may authorize.

(b) Claims Account. The Claims Account shall be utilized for the payment of claims and settlements. All contribution of members intended for claims and settlements, and earnings thereon, shall be deposited to the Investment Account and shall be invested as provided in Article V. The Administrator shall be authorized to withdraw funds from the Investment Account to transfer to the Claims Account for the purpose of paying claims. The Administrator and the

**ARTICLE X**  
**CLAIM ADMINISTRATOR**

10.1 Claim Administrator. The Board shall itself, or in conjunction with agreements with the BOCES, employ or contract with a qualified individual or entity to act as Claim Administrator of the Pool.

10.2 Duties and Authority of the Claim Administrator.

(a) Authority. The Claim Administrator shall be responsible for the adjustment of all claims on behalf of the Pool subject to such reasonable restrictions or requirements as the Board in its discretion may impose. The Board shall enter into a written agreement with the Claim Administrator covering its relationship to the Board and the Pool, which agreement shall be upon the terms and conditions herein contained and upon such additional terms and conditions as the Board and the Claim Administrator may agree.

(b) Claims Administration. The Claim Administrator shall adjust all claims on behalf of the Pool. This shall include but not be limited to: (i) initial evaluation of claims; (ii) notification to excess insurers of all qualified claims or losses with values that may exceed the Pool's retention; (iii) investigation of each claim; and (iv) coordination of the assignment of legal counsel for those claims which go to hearing, subject to the approval of the Board of Directors.

10.3 Fee. Pursuant to the written agreement contemplated in Section 10.2(a), the Claim Administrator shall be paid a fee as shall be agreed upon by the Board and the Claim Administrator. The fee shall be an expense of the Pool.

10.4 Cooperation of Members. The Members shall cooperate with and render all reasonable assistance to the Claim Administrator in its discharge of its duties and exercise of its authority within the terms of the Claims Administrator's agreement.

**ARTICLE XI**  
**AMENDMENT AND TERMINATION**

11.1 Amendment. The Board may amend this Agreement at any time and from time to time by a vote of two-thirds of the members of the Board, provided that no amendment shall reduce or terminate the rights and benefits of any Member for any year in which the Member is a



fully qualified member of the Pool, or have the effect of abridging any other contract duly entered into by the Pool; and provided, further, however, that this Agreement may not be amended until advance written notice has been given to the Insurance Commissioner of the State of Colorado at least 30 days prior to the effective date of any amendment.

11.2 Termination. The Board may terminate this Agreement and the Pool without a successor entity at the end of the fiscal year by two thirds (2/3) vote. Written notice including a dissolution plan to each Member and the Insurance Commissioner for the State of Colorado must be provide nine months prior to the end of the fiscal year. Termination is subject to any run-off plans and subject to the approval of the Insurance Commissioner for the State of Colorado. No such termination shall reduce or terminate the obligations for claims or the rights and benefits of any Member as to any claim incurred subject to the plans submitted to and the approvals of the Commissioner of Insurance. In the event of the termination of the Pool, and all obligations of the Pool have been addressed and resolved and with the permission of the Commissioner of Insurance if and as may be necessary any remaining pool funds will be paid to the members of the Pool as of the date of termination on a pro-rated basis.

11.3 Termination of Benefits. Upon and after termination of the Pool each member which was a member at the time of termination shall by force of this provision assume and be responsible for any and all claims thereafter incurred by it whether known or unknown if not included in any plan or run-off plan. This provision shall control over any provision to the contrary in any Coverage Agreements in effect from time to time. Nothing herein contained is intended or can be construed to alter, modify or decrease any insurance coverage provided by any insurance carrier, excess carrier, or other entity other than the Pool.

## **ARTICLE XII**

### **MISCELLANEOUS**

12.1 Entire Agreement. Binding Nature. This Pool Agreement and the other documents referred to herein contain the entire agreement of the parties and shall be binding upon and inure to the benefit of the members who are bound in accordance with the provisions hereof, and their successors and assigns.

12.2 Duration. The term of the Pool and this Agreement shall be indefinite until actions are taken by the Board.

12.3 No Third Party Benefit. The provisions of this Agreement and of the other documents referred to herein, and the assets of the Pool are for the benefit of the Pool only, and no other persons or entities shall have any rights or interest in this Agreement, in any of the other documents referred to herein, or in any assets of the Pool, as a third party beneficiary or otherwise. The assets of the Pool shall not be subject to attachment, garnishment, or any equitable proceeding.

12.4 Prohibition Against Assignment. No Pool member may assign or transfer any of its rights, interest, duties or obligations herein, or any rights it may have to any assets of the Pool as specifically granted in this Agreement, to any other person or entity except upon a unanimous vote of the Board and upon such terms and conditions as the Board may in its sole discretion impose upon any such assignment. Any attempted assignment or transfer not in accordance with this Section 12.4 shall be null and void and of no force or effect whatsoever. Notwithstanding the foregoing, any public school district or eligible public entity which is a successor to a Member hereof, or any board of cooperative services which is a successor to the BOCES, shall succeed to all the rights and responsibilities hereunder of such member or of the BOCES, as the case may be.

12.5 No Rights in Specific Assets/No Partition. No Member shall have any right to any specific assets of the Pool except as may be specifically granted in this Agreement. Each member hereby waives and releases any rights it otherwise may have to seek partition of any assets of the Pool.

12.6 Insurance Laws. The parties acknowledge that the Pool and this Agreement are subject to the supervision and control of the Insurance Commissioner of the State of Colorado in accordance with 29-13-102 and 103, C.R.S., 24-10-115.5, C.R.S., 8-44-110 C.R.S., and such other insurance or other laws, rules and regulations of the State of Colorado as may from time to time be in effect with respect to the Pool and this Agreement.

12.7 Tax Laws. It is the intention of the parties that the Pool and any income of the Pool not be subject to taxation, and the parties shall cooperate in such respects, including amending this Agreement, as is reasonably necessary to establish and maintain the non-taxable status of the Pool.

12.8 Comparable Quality. The services, activities and undertakings provided for herein shall be of comparable quality and meet the same requirements and standards as would be necessary if separately performed by each Pool member hereof, as required by 22-32-122, C.R.S.

12.9 Governing Law. This Pool Agreement is made under and pursuant to, and shall be



construed and enforced in accordance with, the laws of the State of Colorado. It is intended to comply with all the requirements of the laws of the State of Colorado.

12.10 Continuing Effect. All insurance coverages, subject to their terms and conditions, heretofore provided to or for the benefit of the Pool and its Members are hereby ratified and approved, and the Pool may continue to provide insurance coverages to the Pool as an instrumentality of the member School Districts. Nothing herein contained shall affect the rights, obligations or duties of any Member or any prior Member which has not been fully released as of the effective date of this agreement. Without limiting the generality of the foregoing, all claims or losses incurred by a member prior to the effective date hereof shall be governed by the provisions of the Amended and Restated Pool Agreement.

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IN WITNESS WHEREOF, and on behalf of the named member, the undersigned has executed this Agreement this 13 day of May, 2020.

MAPLETON PUBLIC SCHOOLS

By: *John F. Givard*  
*Vice President*  
(Title)

Attest: *Danielle Sullivan*  
*Insurance Manager*  
(Title)  
*5.13.20*  
(Date)

IN WITNESS WHEREOF, and on behalf of the named member, the undersigned has executed  
this Agreement this 13 day of May, 2020.

ADAMS COUNTY SCHOOL DISTRICT 27J

By: Gregory Piotraschke

Adams County School District 27J Rep

Gregory (Title) Piotraschke

Attest: Danielle Sullivan

Insurance Manager

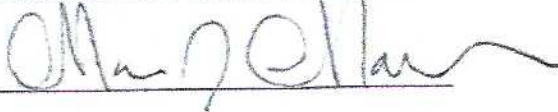
(Title)

5.13.20

(Date)

IN WITNESS WHEREOF, and on behalf of the named member, the undersigned has executed this Agreement this 13 day of MAY, 2020.

WESTMINSTER PUBLIC SCHOOLS

By: 

President.  
(Title)

Attest: 

Insurance Manager  
(Title)  
5.13.20  
(Date)