

Barton County Commission Agenda Meeting Minutes

Recorded audio is available on compact disk upon KORA request to the Barton County Clerk's Office, 1400 Main – Room 202, Great Bend, Kansas 67530.

Phone (620) 793-1835 \ Fax (620) 793-1990 \ Email clerk@bartoncounty.org

Meetings Live Streamed through **Microsoft Teams**® at the following link: <https://bit.ly/4exlA7J>.

December 10, 2024

The Board of Barton County Commissioners convened this 10th day of December, 2024, at the Barton County Courthouse.

Members present:

Duane Reif, Commissioner, 1st District

Barb Esfeld, Commissioner, 2nd District, Chairman

Shawn Hutchinson, Commissioner, 3rd District

Tricia Schlessiger, Commissioner, 4th District, *(Chairman Pro-Tem)*

Donna Zimmerman, Commissioner, 5th District

Bev Schmeidler, County Clerk

Matt Patzner, County Administrator

Patrick Hoffman, County Counselor

I. OPENING BUSINESS:

Commissioner Esfeld called the meeting to order at 9:00 A.M.

Commissioner Hutchinson moved to approve the agenda.

Commissioner Zimmerman seconded the motion.

All voted aye. Motion passed.

Commissioner Schlessiger moved to approve the minutes of the November 26, 2024, Regular Meeting.

Commissioner Reif seconded the motion.

All voted aye. Motion passed.

II. OLD BUSINESS:

-There was no Old Business

III. APPROVAL OF APPROPRIATIONS:

-Bev Schmeidler, County Clerk, will present details. An Accounts Payable Register will be submitted to the Commission for the period of November 19, 2024, and ending December 3, 2024.

Bev Schmeidler, County Clerk, presented details and asked for approval of ratification.

Commissioner Hutchinson moved to ratify appropriations for the period of November 19, 2024, to December 3, 2024, and authorize the Chairman to sign on behalf of the Commission.

Commissioner Schlessiger seconded the motion.

All voted aye. Motion passed.

IV. NEW BUSINESS:

A. KANSAS ASSOCIATION OF COUNTIES: Conference Overview:

-Chairman Barb Esfeld will lead the discussion. The Commission will ask those department heads that attended the KAC Annual Conference to provide a conference overview.

Commissioner Barb Esfeld said her biggest takeaway was the platform involving eminent domain. It was important for counties to stand together. KAC goes over the platform and the attorney looks out for all Kansas counties. Commissioner Esfeld said she had wanted to see Great Bend have a Read & Walk Along Park and it would be handicapped accessible. There would be stands along a path and the books could change throughout the year. She brought information back for local officials.

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Commissioner Zimmerman said she attended a session regarding Community Corrections in Kansas. By 1990, all Kansas counties had a Community Corrections program. They talked about changes and struggles. Commissioner Zimmerman also attended the Kansas Department of Commerce session where they talked about economic development not being just about jobs, but about the people who fill the jobs and making the community better. Commissioner Zimmerman attended The County's Role in Kansas Public Health. There were 100 Health Departments in the State of Kansas with the largest number of employees being 145 and the smallest being one employee. The average number of employees was 13, Barton County fell in the middle. One concern was that Kansas' health ranking had fallen from 8th to 29th. Another thing was they were looking for 26 more communities to collect wastewater samples. Commissioner Zimmerman had talked to Barton County Health Director, Karen Winkelman and she was interested in possibly partnering with the City of Great Bend. The benefits were they could use reports in tracking and identifying diseases. Commissioner Zimmerman said she also enjoyed the Legislative Statement Review, and they talked about LAVTR. Unable to reinstate the funding back to the counties but someone suggested doing away with the taxes that supported LAVTR. She learned that Kansas had some of the most restrictive if not the most restrictive cyber security laws in the nation. She said it was a good conference.

Commissioner Hutchinson said Commissioner Zimmerman covered most of the topics. He felt it was good for the commissioners to get together as a team building exercise outside of meetings. Commissioner Hutchinson said they each decided which sessions were important for them to attend so they could divide and conquer. He said he attended several but the ones that stuck out to him were the Office of Rural Prosperity. The Director of Kansas, Trisha Purdon, covered several things that helped explain about grant funding. Commissioner Hutchinson said you could see things happening in the communities, such as childcare and the Innovation Center. He said they also now had a façade improvement program, and he was able to share with them what Barton County had done.

Commissioner Schlessiger said she attended some of the same sessions. She said a Love Kansas program was created to entice what they called boomerangs back to hometowns and Kansas. Commissioner Schlessiger said as a spin-off from that, she and Commissioner Hutchinson would be speaking at a Career Day at Ellinwood High School next week. They also planned to talk with college students over the winter break to see what might bring them back to the communities. Commissioner Schlessiger said she also attended the KNRC meeting and some of their hot topics were the Lesser Prairie Chicken, EPA, water quality, NIETC and Quivira Refuge. She also attended a session about Community Corrections. There was a big push currently for drug court. Prison costs \$101.37 per person but Community Corrections only cost \$8.78 per person.

Commissioner Reif said he also attended the KNRC meeting and said we had more power when joined together. He also attended a session, Hungry in Kansas, that covered childcare, housing, healthy foods in school and for seniors. Commissioner Reif also attended Kansas Water Implementation Plan session and agreed with Commissioner Schlessiger that there did not seem to be much concern for the rural areas. Each generation was responsible for securing enough water for future generations. Commissioner Reif talked about animal response teams during disasters and the need for an emergency plan.

Commissioner Hutchinson asked who was in charge of water rights in Kansas.

Commissioner Schlessiger said there were several layers. There were ground water management divisions, and the final decision was with the Chief Engineer with the state.

Commissioner Hutchinson said he felt it should be an elected position.

Commissioner Schlessiger said the GMD's were elected but the Chief Engineer was an appointed position.

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Sean Kelly, Emergency Management Director/Engineering Technician, said Barton County won one of two awards given for the Off System Bridge 202 Project that was completed in March, one and a half miles east of Kiowa Kitchen on East Barton County Road. Kelly said it was a testament to what the commissioners did to invest in our county. Kelly said he attended the session about animal response in disasters.

Jim Jordan, County Treasurer, said he attended an AI session that was interesting and dangerous.

Wendy Prosser, County Appraiser, heard keynote speaker, The Coach and the Cowboy, from the Derby football team. He talked about Department Heads and leaders who can affect those around them. Prosser talked about another session, Communicating Through Conflict, which Barton County had dealt with during the solar project discussions. Keeping open communication was so important. KAC Conference allows the opportunity to visit with others experiencing the same things.

Commissioner Esfeld said there were good sessions and the speakers were excellent.

Patrick Hoffman, County Counselor, said he attended continuing legal education, Cyber Security. The person presenting was the consultant for KCAMP.

Matt Patzner, County Administrator, said it was a good conference and a lot of great information. One speaker talked about engaging the public and not turning them away from the process of government. He felt Barton County did a good job. He said it was valuable to network with others.

GREAT BEND HIGH SCHOOL JAG-K EXPERIENCE:

-Chairman Esfeld will provide details. Danielle Ricklefs, Jobs for America's Graduates – Kansas (JAG-K) instructor, has four students attending today's Commission meeting. They include Kenton Grauerholz, Trista Riley, McKayla Smith and Trason Stevens. At this time, the students will act as the Commission and have one item presented for consideration. Note, this item is intended for educational purposes only and any vote of the student Commission is non-binding.

Commissioner Barb Esfeld introduced Ms. Ricklefs and the students. Commissioner Esfeld said also in attendance were Eli Hutchinson, Commissioner Hutchinson's son, and Cambria Konrade, her granddaughter. The students toured the jail prior to the meeting and would hold a mock commission meeting to decide about the use of personal cell phones at work.

EMPLOYEE POLICY: Use of Personal Cell Phone During Work Hours:

-Chairman Esfeld will lead this discussion. As the digital world becomes more complicated, the County will consider the adoption of a policy concerning personal cell phone use during work hours. It is suggested that the policy be inclusive of all employees, take into account departmental needs and allow for personal safety. Sheriff Brian Bellendir; Glenda French, Register of Deeds; Jim Jordan, Treasurer; and Wendy Prosser, County Appraiser, will join in the discussion.

McKayla Smith acted as the chairman and led the mock meeting. The students heard from Elected County Officials and Department Heads about their reasons for prohibiting or allowing the use of personal cell phones during work hours. The students asked questions of the County Commissioners, the others present and shared their feelings as well. They then made a motion, seconded and adopted a mock policy.

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Commissioners took a five-minute recess.

At 10:23 A.M., Commissioner Zimmerman moved to return to regular session
Commissioner Hutchinson seconded the motion.
All voted aye. Motion passed.

C. COUNTY CLERK: Approval of Township Treasurer Bonds:

-Bev Schmeidler, County Clerk, will provide a recommendation for such township official bonds. Pursuant to K.S.A. 80-203, before entering office, the township treasurer shall execute a bond in an amount determined by the County Commissioners. The amount and sufficiency of the bond shall be conditioned upon the faithful discharge of the treasurer's duties. The bond shall then be filed in the office of the County Clerk.

Bev Schmeidler, County Clerk, provided details and asked for commission approval.

Commissioner Hutchinson moved to approve the Township Treasurer Bonds as recommended by the County Clerk's Office.

Commissioner Schlessiger seconded the motion.

All voted aye. Motion passed.

D. 20th JUDICIAL DISTRICT JUVENILE SERVICES: Extension of the Subaward Agreement with Learning Tree Institute at Greenbush:

-Marissa Woodmansee, Juvenile Services Director, will provide details. In 2021, Barton County sought grant data analysis, evaluation and reporting services for the Drug-Free Communities Support Program Grant award from the Centers for Disease Control and Prevention. The Learning Tree Institute at Greenbush was contracted at that time to perform needed services. It is suggested that the subaward agreement be extended to September, 2025. Monies are available in the grant for the \$12,500.00 fee, which is set as a not to exceed limit for services provided.

Marissa Woodmansee, Juvenile Services Director, said Learning Tree Institute had done their evaluation for the last three years and this agreement would enter year four. Learning Tree Institute does their evaluation, storage and reporting in regard to the grant. The data collected was in collaboration with the school districts in Barton County which they sorted, filtered and put into a usable format for Woodmansee. Woodmansee said this was a non-competitive grant for five years and in year six, they would go to a competitive cycle. She said there were already several counties that were already in year six. She asked for approval.

Commissioner Zimmerman moved to approve the Subaward Agreement with Learning Tree Institute at Greenbush for a period ending September, 2025. Cost of service, set at a not to exceed limit of \$12,500.00, to be paid from the CDC grant.

Commissioner Schlessiger seconded the motion.

All voted aye. Motion passed.

E. RESOLUTION 2024-20: Establishing a Speed Limit of 30 miles per hour on all public roads inside of the Barton Hills Subdivision, South Homestead Township, Barton County, Kansas:

-Barry McManaman, County Engineer, will provide details. Sheriff Brian Bellendir has requested the establishment of a 30 mile per hour speed limit on all public roads inside of the Barton Hills Subdivision. After reviewing the location and confirming that South Homestead officials support the proposed speed zones, it is recommended that a Resolution be adopted establishing the 30 mile per hour speed limit as requested.

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...ry McManaman, County Engineer, said Sheriff Bellendir and Lieutenant Paden had contacted him about the lack of speed limit signs in Barton Hills subdivision. McManaman said statutorily, in the State of Kansas, a rural roadway not otherwise posted had a speed limit of 55 miles per hour. Statutes also state in a residential area, speed limits were 30 miles per hour unless an engineering study determined otherwise. If the resolution were passed, he proposed putting up speed limit signs at each of the four entrances to the subdivision. McManaman said there would also be a residential plaque above the speed limit signs.

Commissioner Reif said his concern was that 30 miles per hour was too high for some areas. He understood that the township board approved of placing the speed limit signs.

Commissioner Hutchinson asked Commissioner Reif if he was proposing a lower speed limit.

Commissioner Reif said he thought it should be lower but if the township board approved the 30 miles per hour, they should pass the resolution.

Commissioner Reif moved to adopt Resolution 2024-20, Establishing a Speed Limit of 30 miles per hour on all public roads inside of the Barton Hills Subdivision, South Homestead Township, Barton County, Kansas.

Commissioner Hutchinson seconded the motion.

All voted aye. Motion passed.

F. RESOLUTION 2024-21: A Resolution Authorizing the Adoption of the Bylaws and Interlocal Cooperation Agreement for the Kansas County Association Multiline Pool:

-Matt Patzner, County Administrator, will provide details. On November 26, 2024, the Commission awarded the County's liability and property coverage bid to KCAMP. As a result of that award, the Commission has been asked to adopt a Resolution authorizing the adoption of the Bylaws and Interlocal Cooperation Agreement for the Kansas County Association Multiline Pool. Essentially, the County, through the interlocal agreement, agrees to participate in and form a municipal self-insurance pool for the insurance coverage for certain liabilities with KCAMP.

Matt Patzner, County Administrator, presented details and asked the commission to consider adopting the resolution.

Commissioner Schlessiger moved to adopt Resolution 2024-21, A Resolution Authorizing the Adoption of the Bylaws and Interlocal Cooperation Agreement for the Kansas County Association Multiline Pool.

Commissioner Zimmerman seconded the motion.

All voted aye. Motion passed.

G. DISTRICT CORONER: Appointment of Special Deputy Coroners:

-Mr. Patzner will provide details. Dr. Patrick Stiles is the District Coroner in the 20th Judicial District. Dr. Stiles has made recommendation as to the appointment of Special Deputy Coroners as prescribed by Kansas Statutes and by Resolution 2006-11, District Coroner. Special Deputies serve one-year calendar terms.

Matt Patzner, County Administrator, read the list of Special Deputy Coroners and asked for approval.

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COUNTY NAME	TYPE	TERM
20th JD Dr. Patrick Stiles	Coroner	12/31/2026
Barton Dustin Daniels	Special Deputy	12/31/2025
Barton Scott Fleming	Special Deputy	12/31/2025
Barton Meghan Kern	Special Deputy	12/31/2025
Barton Sheila Phillips	Special Deputy	12/31/2025
Barton Melissa Prosser	Special Deputy	12/31/2025
Barton John Stettinger	Special Deputy	12/31/2025
Barton Laura Webster	Special Deputy	12/31/2025
Ellsworth Nathaniel Florian	Special Deputy	12/31/2025
Ellsworth Shawn McGowan	Special Deputy	12/31/2025
Russell Chris Venters	Special Deputy	12/31/2025
Russell Ashley Fowler	Special Deputy	12/31/2025
Stafford Jill Burbank	Special Deputy	12/31/2025
Stafford Melissa Dove	Special Deputy	12/31/2025
Stafford Doris Tompkins	Special Deputy	12/31/2025

Commissioner Hutchinson moved to appoint those.
Commissioner Zimmerman seconded the motion.
All voted aye. Motion passed.

H. ELEVATOR MODERNIZATION: Brentwood Builders LLC:

-Mr. Patzner will provide details. In 2023, the Commission, as a part of the HVAC project, opted to modernize the Courthouse elevator. Work included moving the mechanics to inside the Courthouse as well as updating electrical components, power unit, wiring, hydraulic oil, piston and cylinder. Brentwood Builders then provided additional services relative to the modernization, to include remodeling of the inside of the cab. It is suggested that Capital Improvement funds be used for the upgrade.

Matt Patzner, County Administrator, asked the commission to consider approval of payment.

Commissioner Hutchinson asked Patzner how the elevator was running. Patzner said there had been a few hiccups, but CABB had been very responsive when called and was out the next day.

Commissioner Hutchinson asked when the last time was it was down. Patzner said it got stuck last week.

Commissioner Reif asked if they knew what was wrong with it and did they actually fix it. Patzner said there were so many moving parts and when they think they had fixed it, something else may need adjusted.

Commissioner Esfeld said that she learned from visiting with other counties, it was very difficult to find someone who worked on elevators.

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Commissioner Reif said he received calls after moving back into the courthouse inquiring if the elevator was safe. It looked like the ceiling was going to fall. Commissioner Reif said he did not really use the elevator so he had not noticed. He felt the improvements were necessary.

Commissioner Zimmerman said an unintended consequence of the improvement was the resizing of the interior. She said it caused an issue with the election carts for the County Clerk's Office and asked Bev Schmeidler, County Clerk, if they had purchased new carts. Schmeidler said they were waiting until they were sure that everything was completed before ordering. She had heard that a rail still had to be installed that would decrease the interior further.

Commissioner Zimmerman moved to authorize payment of the \$7,927.72 billing to Brentwood Builders LLC for a portion of the Courthouse elevator modernization project. Payment to be made from the Capital Improvement Fund, Buildings and Fixed Equipment – General Line, 071-00-6305. Commissioner Schlessiger seconded the motion. All voted aye. Motion passed.

No Executive Session Held

I. EXECUTIVE SESSION:

-Chairman Esfeld will present. Any Commissioner may make a motion for the board to recess to executive session at this time as allowed by K.S.A. 75-4319. Any motion must contain the justification for the executive session, the subject matter to be discussed, any individuals in addition to the board who will attend the executive session and the time at which the regular session shall resume.

ENDING BUSINESS:

1. Announcements
2. Appointments

VI. OTHER BUSINESS:

Commissioner Hutchinson – he had received numerous calls about tax statements not being out yet. Commissioner Schlessiger – said taxpayers can pay in the office or online even though the statement had not been received. The County Treasurer also offered an escrow service.

VII. ADJOURN:

Commissioner Hutchinson moved to adjourn at 10:47 A.M. Commissioner Zimmerman seconded the motion. All voted aye. Motion passed.

ATTEST:


Bev Schmeidler
Barton County Clerk


Barb Esfeld, Chairman

RESOLUTION 2024-20

**ESTABLISHING A SPEED LIMIT OF 30 MILES PER HOUR ON ALL PUBLIC ROADS INSIDE OF THE
BARTON HILLS SUBDIVISION, SOUTH HOMESTEAD TOWNSHIP,
BARTON COUNTY, KANSAS**

WHEREAS, the Board of County Commissioners of Barton County, Kansas, is empowered to set speed limits on County roads that allow for both the safe operation of all vehicles and convenience for citizens.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Barton County, Kansas, as a legally elected, qualifying and acting body that has jurisdiction of the following described roads, it is deemed in the public interest that the speed limit on the said roadways be set as herein set forth.

FIRST, that the speed limit of the following described roads be, and the appropriate signs erected in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), as follows: 30 miles per hour on West Lakeview Drive, East Lakeview Drive, North Homestead Road, Windmill Lane, Valley Road, Cheyenne View Drive, West Point, East Point, Hilltop Circle Drive, Cheyenne Ridge Road and Park Road, all in the Barton Hills Subdivision, South Homestead Township, Barton County, Kansas.

FURTHER, the described speed limit shall become effective after the publication of this Resolution in the official County newspaper and upon the installation of appropriate signage; and

FURTHER that should this Resolution be in conflict with any other resolution of the Board of County Commissioners of Barton County, Kansas, that only the conflicting part of the previous resolution, and not the previous resolution in total, shall be declared void and ineffective.

ADOPTED this 10th day of December, 2024.

BARTON COUNTY COMMISSIONERS


Chairman Barb Estel


Commissioner Shawn Hutchinson


Commissioner Duane Reif


Commissioner Tricia Schlessiger

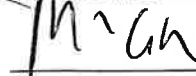

Commissioner Donna Zimmerman

ATTEST:


Bev Schmeidler,
County Clerk



APPROVED AS TO FORM:


Patrick Hoffman,
County Counselor

RESOLUTION 2024-21

A RESOLUTION AUTHORIZING THE ADOPTION OF THE BYLAWS AND INTERLOCAL COOPERATION AGREEMENT FOR THE KANSAS COUNTY ASSOCIATION MULTILINE POOL

WHEREAS, the Board of County Commissioners of Barton County, Kansas, herein known as the undersigned "Municipality", has authority under the Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616, et seq., as amended, to participate in and form a municipal self-insurance pool for the insurance coverage for certain liabilities; and

WHEREAS, the Municipality has reviewed an agreement to cooperate with other Municipalities to form such a self-insurance pool entitled "Fourth Amended and Restated Bylaws and Interlocal Cooperation Agreement for the Kansas County Association Multiline Pool" ("KCAMP")

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Barton County, Kansas, that:

1. The Fourth Amended and Restated Bylaws and Interlocal Cooperation Agreement for the Kansas County Association Multiline Pool ("the Agreement"), a copy of which document is attached hereto and incorporated by reference into this Resolution, is hereby approved.
2. The undersigned is hereby authorized and directed to sign the Agreement on behalf of the Municipality.
3. Neither this Resolution nor the Agreement approved hereby is intended to nor does it waive, nor shall it be construed as waiving, any immunity or limitation on liability provided to the Municipality, its officers or employees, by any law, including but not limited to any such immunity or limitation appearing in the Kansas Tort Claims Act or amendments thereto. Furthermore, neither this Resolution nor the Agreement is intended to, nor does it provide for coverage in excess of the limitation on liability within the Kansas Workers Compensation Act, K.S.A. 44-501, et seq., as amended.

4. The Municipality further understands, and by execution of this Resolution and the Agreement agrees, that the individual Members of KCAMP may be subject to the payment of additional Contributions approved by the Members at a special or annual membership meeting, duly called and noticed and at which a quorum is present.

5. One copy of the signed Agreement shall be mailed to the Administrator of KCAMP along with a copy of this executed Resolution; one copy of the executed Agreement shall be filed with the County Register of Deeds for the County in which the Municipality is located; and one copy of the executed Agreement shall be filed with the Kansas Secretary of State.

FURTHER, the foregoing Resolution was duly adopted by a majority vote of the Board of County Commissioners of Barton County, Kansas, on this 10th day of December, 2024.

BARTON COUNTY COMMISSION



Barb Esfeld, Chairman



Shawn Hutchinson, Commissioner



Duane Reif, Commissioner



Tricia Schlessiger, Commissioner



Donna Zimmerman, Commissioner

ATTEST:



Bev Schmeidler
County Clerk

APPROVED AS TO FORM:



Patrick Hoffman
County Counselor

Fourth Amended and Restated

BYLAWS AND INTERLOCAL COOPERATION AGREEMENT

FOR THE

KANSAS COUNTY ASSOCIATION MULTILINE POOL

As of June 17, 2021

In consideration of the mutual covenants contained herein, this Fourth Amended and Restated Bylaws and Interlocal Cooperation Agreement is made and entered into by and among the Kansas Municipalities (hereinafter defined and sometimes referred to as Member(s)) that execute this Agreement and become members of the Kansas County Association Multiline Pool (“KCAMP” or the “Pool”), each of which hereby agrees to abide by the terms and conditions of this Agreement and all actions taken pursuant to this Agreement.

ARTICLE 1. Authority.

1.1 The Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616, et seq., as amended (the “Act”), the Interlocal Cooperation Act, K.S.A. 12-2901, et seq., as amended, and the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., as amended, authorize this Agreement and the powers commonly held and to be jointly exercised by Kansas Municipalities that become Members of KCAMP.

ARTICLE 2. Definitions

As used in this Agreement, the following terms shall have the meaning hereinafter set out:

2.1 Act. The Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616, et seq., as amended.

2.2 Administrator. Administrator of the Pool, who shall serve as its chief executive officer.

2.3 Agreement. The Bylaws and Interlocal Cooperation Agreement for KCAMP.

2.4 Board of Trustees or Board. The Board of Trustees of the Pool.

2.5 Bylaws. The Bylaws and Interlocal Cooperation Agreement for KCAMP.

2.6 Contributions. Amounts paid by Members to receive the benefits of the Pool.

2.7 In Person. All references to “In Person” shall include a Representative’s presence physically or electronically through the means of online web-based platforms in any format acceptable to the Board.

2.8 Member. A Municipality that enters into this Agreement and becomes a member of the Pool.

2.9 Municipality. Any Kansas county, township, city, district or other political or taxing subdivision of the State of Kansas or any agency, authority, institution or other instrumentality thereof, existing within a county or city that is a Member, except school districts.

2.10 Pool. The Kansas County Association Multiline Pool.

2.11 Representative. The person who is elected by the Member's governing body and designated pursuant to paragraph 11.1.b. to be a Member's authorized Representative. The Representative of a county, city, or township must be an elected official of the respective county, city or township.

2.12 Trustee. A person serving on the Board of Trustees and whose county or city is a Member of the Pool.

ARTICLE 3. Purposes.

3.1 The purposes of this agreement are to:

a. Maintain a group-funded Pool to fund through joint self-insurance, excess insurance, reinsurance or other lawful manner, certain liabilities of Members, as permitted by the Act and determined by the Board, with the powers set forth in this Agreement; and

b. Provide, through the Pool, certain claims and risk management services related to the liabilities so pooled and assist Members in reducing and preventing such liabilities.

ARTICLE 4. Existence of Pool.

4.1 KCAMP is a separate legal public entity and municipal group funded pool, constituting an interlocal governmental agency as provided by law. The Pool shall continue in effect until dissolved in accordance with this Agreement.

4.2 The Pool is formed, financed, organized and shall operate in accordance with the provisions of this Agreement. This Agreement constitutes the Bylaws of the Pool.

4.3 The Pool may sue and be sued.

4.4 This Agreement may be amended and shall continue in effect until the Pool is dissolved, as provided herein.

4.5 This Agreement does not establish an insurance company, nor shall the benefits or obligations of KCAMP constitute a policy of insurance coverage, nor shall this Agreement be construed to establish a workers' compensation pool under the provisions of K.S.A. 44-532 or amendments thereto.

ARTICLE 5. Members.

5.1 Membership in the Pool is limited to the Municipalities that properly enter into this Agreement and that meet qualifying underwriting standards as established by the Board of Trustees.

5.2 Municipalities, including Municipalities that have previously withdrawn or been expelled by the Pool, may be admitted to the Pool only upon written approval of the Board of Trustees, subject to the conditions set out in this Agreement and such additional conditions as the Board may from time to time require. Admission to the Pool shall not be effective until the approved Municipality agrees to be subject to the terms and conditions of membership in the Pool, as set forth in this Agreement by executing a joinder hereto.

ARTICLE 6. Board of Trustees.

6.1 The Board of Trustees shall be composed of seven (7) persons, each of whom shall be an elected official of a different Member county or Member city. In no event shall more than one Trustee come from the same county, whether serving as a city Representative or a county Representative. Trustees on the Board shall be elected by a plurality of the vote of the Representatives present and In Person at the annual meeting of the Members. No cumulative voting shall be permitted in the election of Trustees.

6.2 Commencing with the annual meeting of the Membership in 2013, the term of the Trustees then to be elected, and the term of the Trustees elected in succeeding years thereafter, shall be for three years.

6.3 A vacancy shall occur on the Board when a Trustee:

- a. Submits a written resignation to the Board.
- b. Dies.
- c. The Member represented by the Trustee ceases to be a Member.
- d. Fails to attend three consecutive regularly scheduled meetings of the Board, by telephone or In Person, without being excused for good reason by the Board.
- e. Is removed by the Members pursuant to Article 10.
- f. Is convicted of any felony or any Class A misdemeanor or Class B misdemeanor.
- g. Is a nominee intended by the Nominating Committee to be presented for election at the next annual meeting but who no longer is able or willing to serve.
- h. Is a Trustee who is no longer qualified as a county or city elected official.

6.4 Any vacancy in the position of a Trustee may be filled for the remainder of the unexpired term by a majority vote of the remaining Trustees.

6.5 Trustees elected or appointed to fill a vacancy shall assume office at the first Board meeting that is held following their appointment.

6.6 Effective the date of this Agreement, where the vacancy is created during the final year of the Trustee's term on the Board, such vacancy may be filled by the nomination of a qualified individual for election at the next annual Member meeting, so long as sufficient time exists in advance of the Member meeting to qualify the nominee consistent with paragraph 6.11, or, if sufficient time does not exist to so qualify a nominee for election at the annual Member meeting, then the vacancy may be filled by the Board's appointment of a qualified nominee to serve as an interim Trustee until the interim Trustee or another successor is elected at the next annual Member meeting to serve the remaining two years of the term. The Board may appoint as an interim Trustee (i) the unelected Trustee to continue serving following the expiration of such Trustee's term, (ii) another person who is an elected official of a member, or (iii) a former Trustee.

6.7 The Trustee who fails to be reelected as a county or city official must promptly notify the Board President of such election result and may continue to serve out that portion of his or her unexpired term until such Trustee's elected official status terminates and a successor Trustee is elected or interim Trustee is appointed.

6.8 To the extent permitted by law, Trustees may be reimbursed for expenses incurred in the performance of their duties, as authorized by the Board.

6.9 No Trustee may be an owner, officer or employee of any service agent or representative as provided in K.S.A. 12-2627 and amendments thereto.

6.10 Each Trustee must be a resident of Kansas.

6.11 In order to be a candidate for election or appointment as a Trustee, the governing body of the Member's municipality must submit a nomination for such candidate to the Nominating Committee of the Board of Trustees at least sixty (60) calendar days prior to the annual meeting. The Nominating Committee shall review all Member nominations; consider nominees' qualifications and make nominations to the Members of those candidates selected by the Nominating Committee for election at the next annual meeting or for appointment by the Board. To be eligible to be nominated, a candidate must, at least sixty (60) calendar days prior to the date of the annual meeting during which an election will be held, submit to the Nominating Committee a completed and signed biographical affidavit in a form approved by the National Association of Insurance Commissioners, as adopted by the Kansas Insurance Department, as described in K.S.A. 40-3304(b) (1).

6.12 No Trustee may, without the express written consent of a majority of the then serving Trustees, be a trustee, director, officer or employee of any other group funded pool, or like entity engaged in business in the state of Kansas, whether formed under the laws of the state of Kansas or the laws of any other state, which funds through joint self-insurance, excess insurance, reinsurance or other lawful manner, certain liabilities of its members or provides administrative or claims adjudication services for any such entity.

ARTICLE 7. Board of Trustees Officers, Meetings, and Procedures.

7.1 The officers of the Board shall be: president, vice-president, secretary, financial controller and claims controller. The Board shall establish the powers and duties of each officer, consistent with this Agreement. The vice-president may exercise the powers of the president in the absence of the president. Officers shall be elected by and from among the Trustees, at the first Board meeting of each calendar year.

7.2 The Board shall fix the date, time and place of regular meetings, which may be held without further notice. Special meetings may be called by the president, or by any four (4) members of the Board, by written notice mailed at least ten days in advance to all Trustees or by waiver of notice(s) executed by all Trustees.

7.3 Four (4) Trustees shall constitute a quorum to do business. All acts of the Board shall require a quorum and a majority vote of the Trustees present, except when a different vote is required by this Agreement.

7.4 The Board shall adopt all such policies and procedures as it deems necessary or desirable for the conduct of its business, including but not limited to policies on appeals, assessment, claims management, dividends and risk management.

7.5 One or more or all Trustees may participate in any meeting of the Board by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence at the meeting.

ARTICLE 8. Powers and Duties of the Pool and the Board.

8.1 The Pool shall have all powers necessary or desirable to achieve the purposes of the Pool. The Board may exercise all powers of the Pool except those powers reserved to the Members, and all powers necessary and proper for its operation of the Pool and implementation of this Agreement, subject to the limits of this Agreement and the Act. The Board is responsible for all operations of the Pool.

8.2 Subject to the limits of the Act, the powers of the Board shall include, but not be limited to, the power to:

- a. Delegate, by resolution adopted at a meeting of the Trustees and specifically defined in the written minutes of the Trustees' meetings, authority for specific functions to the Administrator, but only to the extent permitted by the Act.
- b. Establish Member Contributions, pursuant to guidelines adopted by the Board from time to time.
- c. Purchase and maintain insurance on behalf of KCAMP and its members and on behalf of the Trustees.

- d. Determine the methods of claim administration and payment; provide for claim experience for the Members collectively or separately and establish claim procedures and evaluations required prior to the payment or defense of a claim.
- e. Jointly self-insure, obtain reinsurance or excess insurance (specific or aggregate), or any combination thereof, or otherwise provide for the funding of coverage provided by or through the Pool as the Board deems appropriate.
- f. Establish the duties of the Administrator.
- g. Provide for the administration of the monies of the Pool, for the manner of payments to the Pool, and for payment of all expense of the Pool; establish standards for the accountability of all receipts and disbursements of the Pool; and establish procedures for safekeeping, handling and investing such monies received or paid.
- h. Make investments in accordance with K.S.A. 12-2622 and amendments thereto.
- i. Acquire, lease, hold and dispose of personal property as provided by law.
- j. Acquire, hold and dispose of real property, including but not limited to leases and rentals.
- k. Exercise the full power and authority of any Member of the Pool when requested, in writing, to do so by the Member's Representative.
- l. Provide for necessary activities to accomplish the purposes of this Agreement and of the Pool.
- m. Do any act permitted by law and not in conflict with this Agreement.
- n. Provide for an independent audit of claim handling procedures, payments and overall operations of the Pool, at such time as the Board may determine.
- o. Establish risk management policies, procedures, educational programs and requirements for Members of the Pool.
- p. Adopt and adjust the coverage provided through the Pool in concurrence with any affected excess insurers.
- q. Enter into contracts as necessary or appropriate for the operation of the Pool.
- r. Appoint committees from time to time, as the Board considers appropriate, including, but not limited to an investment committee, an audit committee, and a nominating committee. Each committee shall have a charter under which it performs the functions for which it was created. Each committee shall consist of one or more designated Trustees. Any such committee so appointed shall have the authority only to investigate and report its findings and recommendations to the Board, unless otherwise specifically provided in a resolution of the Board, but no such committee shall have the power or authority to (i) amend the Bylaws, (ii) declare a dividend or refund to the Members, or (iii) recommend the dissolution of KCAMP to the Members.

s. Approve attorneys or firms of attorneys to represent Members in claims covered by or through the Pool.

t. Obtain the services of agents, attorneys, brokers, consultants, employees and service providers as necessary or appropriate for the operation of the Pool.

u. Adopt and amend these Bylaws.

1. Whenever there is a proposed amendment to the Pool's Bylaws, the Pool shall provide notice thereof to the Members' governing bodies.

2. No proposed amendment shall become effective sooner than sixty days following notice.

8.3 Subject to the limits of the Act, the Board shall:

a. Perform all duties required by the Act.

b. Obtain and make available to Members, upon request, an annual audit of the finances of the Pool performed by an independent Certified Public Accountant.

c. Make available to Members, upon request, quarterly financial statements to account for income, expenses, assets and liabilities of the Pool.

d. Provide for an annual actuarial review of the Pool.

e. Adopt a budget annually and report the budget to the Members.

f. Require that fidelity bonds be in effect for the Administrator, claims service provider, if any, and every person having access to monies of the Pool.

8.4 The Trustees shall not borrow from or extend credit to any individual or any entity.

8.5 The Trustees shall be subject to the provisions of K.S.A. 1994 Supp. 75-4301a, et seq., as may be amended, which requires the filing of statements of substantial interest and other ethical compliance.

ARTICLE 9. Financing.

9.1 All monies contributed to the Pool, and earnings thereon, shall be held in the name of and for the benefit of the Pool.

9.2 The Board shall approve annual Member Contributions pursuant to guidelines established by the Board from time to time consistent with the Act.

9.3 Any refund of surplus monies shall be consistent with the Act and with policies adopted by the Board.

9.4 The Board may establish special reserve funds, reduce or eliminate a fund year in which a deficit exists, or pay certain administrative expenses by doing any of the following:

- a. Transfer authorized surplus funds from one policy year to another policy year;
- b. Transfer funds from a special reserve fund; or
- c. Any alternate option approved by the Kansas Insurance Department.

ARTICLE 10. Members' Powers and Meetings.

10.1 The Members shall have the power to:

- a. Elect Trustees pursuant to Article 6, except this power is reserved exclusively to official Representatives of Members.
- b. Remove any elected or appointed Trustee from the Board by a two-thirds vote of the Representatives of Members present, In Person, at a meeting duly called for such purpose.
- c. Dissolve the Pool by a two-thirds vote of the Representatives of Members present, In Person, at a meeting duly called.
- d. Amend this Agreement by a two-thirds vote of the Representatives of Members present, In Person, at an annual meeting or a special meeting duly called for such purpose. Written notice of any proposed amendment shall be provided to each Member at least thirty days in advance of the vote thereon. If Members have received advance written notice of the proposed amendment in accordance with this paragraph, Members may revise the proposed amendment during an annual meeting or a special meeting duly called for such purpose, as long as the revision does not materially change the purpose and intent of the proposed amendment and a minimum of two-thirds of all Members present, In Person, vote in favor of the proposed revision at the meeting. However, if less than two-thirds of the Members present, In Person, vote to revise the proposed amendment of which they have received advance written notice, the revision nevertheless may be deemed passed if: (i) such amendment, as revised, is sent to the Members with opportunity to object within 30 days after such meeting and (ii) within thirty (30) days from said mailing, less than 35% of the Membership provides written objection (by majority vote of the governing body of the Members) to the said revised amendment.
- e. Require Contributions, in addition to the annual Member Contribution established by the Board, pursuant to recommendations and guidelines promulgated by the Board from time to time to keep the Pool financially sound; subject however to the limitation that a Member shall only be responsible for additional Contributions to the Pool to cover claims which were incurred in years in which the Member was a Member of the Pool, and expenses related thereto.

10.2 Members Representatives shall meet at least once annually In Person at such time and place, within the State of Kansas, as shall be designated from time to time by the Board and as stated in the notice of the meeting. Special meetings may be called (1) by the Board; (2) pursuant to a procedure established by the Board; or (3) upon written request executed by at least thirty percent (30%) of the Members.

- a. Notice of any Membership meeting shall be mailed by the Administrator, through regular, expedited or electronic mail in the Administrator's discretion, to each Member at least fifteen days

in advance, which notice shall state the place, date and hour of the meeting, and in the case of a special meeting, the purpose(s) thereof. If by regular mail, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the Member at the Member's address, whether regular mail or email, as it appears on the records of KCAMP. Attendance by a Member at a meeting shall constitute a waiver of notice of such meeting, except where the Member attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

- b. The president of the Board shall preside at the meeting.
- c. Twenty-five percent (25%) of the Representatives, present, In Person, shall constitute a quorum to do business.
- d. Proxy voting shall not be allowed.
- e. Each Member shall be entitled to one vote to be cast by its Representative, or, in the absence of its Representative, by an alternate representative approved by the Member in writing and qualified consistent with paragraph 11.1.b.

ARTICLE 11. Obligations of Members.

11.1 Members shall have the obligation to:

- a. Pay promptly all Contributions and other payments to the Pool at such times and in such amounts as shall be established from time to time by the Board, including any interest and penalties for late payment as may be required by a policy adopted by the Board. All payments made to the Pool shall be deemed earned upon receipt and are refundable only at the discretion of the Board.
- b. Designate in writing a Representative and one or more alternate representatives for the Members' meetings. Each Representative and alternate representative must be elected by the governing body of the Member and shall be appointed as a KCAMP Representative or alternate representative for a term of not less than one (1) year as the Member's Representative for the purposes of the Pool. An alternate representative may exercise all the powers of a Representative during a Member meeting, in the absence of the Representative.
- c. Allow the Pool and its Administrator, agents, contractors, employees and officers reasonable access to all facilities of the Member and all records required for the administration of the Pool and implementation of this Agreement.
- d. Cooperate fully with the Pool's attorneys and Administrator, and any other agent, contractor, employee or officer of the Pool in activities relating to its purposes and powers of the Pool.
- e. Provide information requested by the Pool, its Administrator, and any other agent, contractor, employee or officer of the Pool, as reasonably required for the administration and operation of the Pool.

f. Notwithstanding the provisions of K.S.A. 19-247, 19-702 and 19-723 and amendments thereto, allow the Pool, and attorneys and others designated by the Pool, to represent the Member in the investigation, settlement and litigation of any claim tendered to the Pool or within the scope of loss protection furnished by or through the Pool.

g. Follow all policies and procedures established by the Board.

h. Report to the Pool, in the form and within the time required by the Board, all incidents or occurrences which could reasonably be expected to result in the Pool being required to consider a claim.

i. Report to the Pool, in the form and within the time required by the Board, the addition of new programs and facilities, the significant reduction or expansion of existing programs and facilities, or other acts.

ARTICLE 12. Withdrawal of Members.

12.1 Any Member may withdraw from the Pool, effective on the anniversary date subsequent to written notice of withdrawal provided to the Board, by resolution of the Member's governing body. The written notice of such withdrawal must be provided to the Board no later than sixty (60) days prior to the anniversary date of such withdrawing Member's membership in the Pool. If notice of withdrawal is not timely provided, the Member's annual Contribution shall be deemed due and payable notwithstanding the Member's subsequent notice of an intent to withdraw for the subject plan year.

12.2 A withdrawn Member shall lose all voting rights upon the effective date of withdrawal. Any claim of title or interest to any asset of the Pool, including but not limited to the return or refund of any prior Contributions made by the Member, is solely in the Board's discretion and subject to the Board's declaration of a dividend, return or refund of Contributions to all qualified Members for any coverage year in which the withdrawn Member was an active Member of the Pool. Any continuing obligation of the Pool to the Member or of the Member to the Pool, after the Member's withdrawal, shall be consistent with this Agreement, any policy adopted by the Board and the Act.

ARTICLE 13. Expulsion of Members.

13.1 A Member that fails to make a Contribution or any other payment due to the Pool shall be automatically expelled from the Pool on the sixtieth day following the due date, unless otherwise determined by the Board.

13.2 A Member may be expelled for failure to carry out any other obligation of the Member, subject to the following:

a. The Member shall receive notice from the Board of the alleged failure and shall receive a demand from the Board to cure the alleged failure, within thirty (30) days of receipt of said notice and demand, along with notice that expulsion could result if the failure is not so cured.

b. The Member may request a hearing before and decision by the Members on the expulsion. The request shall be made in writing to the Board at least five (5) days before the end of the period given by the Board to cure the alleged failure. At such hearing, the Board shall present the case for expulsion and the affected Member may present its case. The Member proposed to be expelled shall not be counted in determining the number of votes required, nor shall the Representative of such Member be entitled to vote on the expulsion.

c. If no written request is received pursuant to subparagraph b. of this paragraph 13.2, and if the failure is not cured within the time periods required by subparagraph b. of this paragraph 13.2, or any extension of such time as the Board may grant, the Board may expel the Member.

d. The Member may request a hearing before the Board on the proposed expulsion in lieu of a hearing before the Members. The request shall be made in writing and received by the Board at least five (5) days before the end of the period given by the Board to cure the alleged failure, and shall be granted if so made.

e. The Board shall provide the Member at least ten days prior written notice of the time and place of any hearing as the Board may set or Member may request.

13.3 Expulsion shall be in addition to any other remedy which may exist.

13.4 An expelled Member shall lose all voting rights upon expulsion. Any claim of title or interest to any asset of the Pool, and any continuing obligation of the Pool to the Member or of the Member to the Pool, after the Member's expulsion, shall be as determined consistent with the Agreement, any policy adopted by the Board, and the Act. For purposes of clarity, consistent with the Act, an expelled Member from the Pool shall not be eligible for any refund, return or dividend of Contributions for any partial fund year in which the Member is expelled.

13.5 Expulsion does not relieve the expelled Member of Contribution obligations incurred and due and owing prior to or at the time of expulsion.

ARTICLE 14. Dissolution and Disposition of Property.

14.1 The Pool may be dissolved by the Members pursuant to the authority provided in Article 10. In the event of dissolution of the Pool, the amount and allocation of assets available for distribution by the Pool shall be determined in the sole discretion of the Board and limited exclusively to the Municipalities that are Members of the Pool immediately prior to dissolution, such distributions to be used for one or more public purposes.

14.2 Upon partial or complete dissolution of the Pool by the Members in accordance with Article 10, the Board shall determine, consistent with this Agreement, all other matters relating to the disposition of property and dissolution of the Pool, by a two-thirds vote of the entire Board.

14.3 The Board shall serve as Trustees for the disposition of property or funds, payment of obligations, dissolution and winding up of the affairs of the Pool.

14.4 Subject to the authority of the Commissioner of the Kansas Insurance Department, Members qualified under the Act to receive Pool distributions are only entitled to distribution of a

return of Contributions upon the declaration of the Board consistent with the Pool's dividend policy or dissolution as provided in this Article 14.

ARTICLE 15. Liability of Board, Officers and Employees.

15.1 No Trustee, officer, or employee of the Pool shall be personally liable for any acts performed or omitted in good faith nor for any debts or other liabilities, actual or contingent, of the Pool or upon contracts or engagements on its behalf. The Pool shall defend and indemnify the Trustees, officers and employees against any and all expense, including attorney fees and liability expenses sustained by them or any of them in connection with any suit or suits which may be threatened or brought against them involving or pertaining to any of their acts or duties performed or omitted in good faith. The Pool may purchase public official's liability, errors or omissions or other insurance providing similar coverage for the Trustees, officers and employees of the Pool. Nothing herein shall be deemed to prevent compromises of any such litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.

15.2 No amendment to or repeal of this Article 15 shall apply to or have any effect on the liability or alleged liability of any Trustee, officer or employee of the Pool for or with respect to any acts or omissions of such Trustee, officer or employee occurring prior to the date when such provision becomes effective.

ARTICLE 16. General Provisions.

16.1 This document constitutes a contract among those Municipalities that become Members of the Pool. The terms of this contract may be enforced in court by the Pool or by any of its Members.

16.2 Except as provided in this Agreement and to the extent of the financial Contributions to the Pool agreed to herein or such additional obligations as may come about through amendments to this Agreement, no Member agrees, or contracts herein to be held responsible for, any claims made against any other Member. The contracting parties intend to maintain an organization to operate only within the scope herein set out and have not herein created as between Member and Member any relationship of partnership, surety, indemnification or responsibility for the debts of or claims against any other Member, except that, to the extent required by the Act, all Members of the Pool shall be jointly liable for the payment of claims to the extent of the assets of the Pool.

16.3 The withdrawal or expulsion of a Member does not relieve it from liability for additional Contributions determined by the Members in accordance with paragraph 10.1e of Article 10.

16.4 The laws of Kansas shall govern the interpretation and performance of this Agreement.

16.5 In the event that any portion of this Agreement is held invalid or unenforceable, such invalidity and unenforceability shall not affect other portions, and this Agreement is expressly declared to be severable.

16.6 This agreement does not relieve any Member of any obligation or responsibility imposed upon it by law except to the extent that actual and timely performance thereof by the Pool satisfies such obligation or responsibility.

16.7 All monies received by the Pool are public funds, including earned interest, derived from its Members that are Municipalities within the State of Kansas.

16.8 Neither this Agreement nor any action of the governing body of a Member in adopting this Agreement is intended to nor do they waive, nor shall they be construed as waiving, any immunity or limitation on liability provided to the Members or their officers or employees by any law, including but not limited to any such immunity or limitation appearing in the Kansas Tort Claims Act, and amendments thereto. In particular, neither this Agreement nor any action of any governing body of a Member in adopting this Agreement is intended to nor do they provide for coverage in excess of the limitation on liability within the meaning of K.S.A. 75-6111, and amendments thereto.

16.9 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 Members of the Pool only, and no other persons or entities shall have any rights or interest in this Agreement or in any of the other documents referred to herein or in any such assets, as a third party beneficiary or otherwise. The assets of the Pool shall not be subject to attachment, garnishment, or any equitable proceeding.

16.10 It is the intention of the Members that the Pool and any income of the Pool not be subject to taxation, and the Members shall cooperate in such respects, including amending this Agreement, as reasonably necessary to establish and maintain the nontaxable status of the Pool.

16.11 Except as permitted in this Agreement, and amendments hereto, neither the Board nor any other person or entity is authorized to incur liabilities or obligations or enter into contracts on behalf of the Members.

16.12 To the extent permitted by any applicable excess insurance, if the Administrator and a Member disagree on whether a loss is covered through the Pool or on the amount of a covered loss, the Member first must submit its dispute through a written appeal to the Board of the Administrator's decision, such appeal to be carried out in accordance with the Board's policy and procedure for considering claims consistent with the Board's authority under this Agreement and Kansas law. If the Member disputes the Board's decision, the Member may request that the disagreement be submitted to binding arbitration as follows:

a. Unless otherwise agreed by the Board or its authorized representative and the Member, three qualified persons shall be selected for the arbitration panel, one by the Board or its authorized representative, one by the Member and one by the two so selected to act as umpire to decide the items upon which the other two disagree. Each person selected to serve on the arbitration panel must be qualified as knowledgeable about and having experience with municipal member pools offering property and liability coverage.

b. The decision of the panel shall be binding on the Board or its representative and on the Member and may be filed and otherwise acted upon pursuant to the Kansas Uniform Arbitration Act, as may be amended.

c. The Pool shall pay the fees and expenses of the panelist selected by the Board or its authorized representative, the Member shall pay the fee and expenses of the panelist selected by it and the fees and expenses of the umpire shall be shared equally by the Pool and the Member.

16.13 In the event of the payment of any loss by the Pool under this Agreement, the Pool shall be subrogated to the extent of such payments to all the rights of the Member against any other person or entity legally responsible for damages for such loss as allowed by law, and in such event the Member agrees to render all reasonable assistance to effect recovery.

16.14 The Member hereby acknowledges and agrees that the Pool shall not be liable for:

a. Extracontractual obligations that arise from the handling of any claim under the Pool's applicable Memorandum of Coverage, such liabilities arising because of, but not limited to, failure of the Pool to settle within the limits of coverage, or by reason of alleged or actual negligence, fraud or bad faith in rejecting an offer of settlement or in the preparation or execution of the defense, trial or appeal of any action against a Member or its employees; and

b. Losses in excess of limits under the applicable Memorandum of Coverage arising from the Pool's inability or failure to settle within the limits of the applicable Memorandum of Coverage or by reason of alleged or actual negligence, fraud or bad faith in rejecting an offer of settlement or in the preparation or execution of the defense, trial or appeal of any action against a Member or its employees.

c. Notwithstanding the foregoing, this paragraph 16.14 shall not apply where the loss described in subsections a. and b. above was incurred due to a final adjudication of fraud of a Trustee or a corporate officer of the Pool acting individually or collectively in the involvement of the defense or settlement of any claim under an applicable Memorandum of Coverage.

16.15 The provisions of the Act are hereby adopted by reference as a part of this Agreement, and any provision of this Agreement in conflict with the Act shall be inapplicable.

16.16 This Agreement may be executed in counterparts. The original of each executed Agreement shall be filed with the Pool.

In witness whereof, the parties hereto have entered into this Fourth Amended and Restated Bylaws and Interlocal Agreement by the execution of this signature page which shall be attached to and be a part of this Agreement.

Executed by the Board of County Commissioners of Barton County, Kansas, Kansas, pursuant to Resolution 2024-21, A Resolution Authorizing the Adoption of the Bylaws and Interlocal Cooperation Agreement for the Kansas County Association Multiline Pool, said Resolution having been adopted on December 10, 2024.


BARTON COUNTY COMMISSION


Barb Esfeld, Chairman



Shawn Hutchinson, Commissioner


Duane Reif, Commissioner


Tricia Schlessiger, Commissioner



Donna Zimmerman, Commissioner

ATTEST:


Bev Schmeidler
County Clerk



APPROVED AS TO FORM:


Patrick Hoffman
County Counselor