

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/3Xv16qd>

December 17, 2024

The Board of Barton County Commissioners convened this 17th 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

BUDGET AMENDMENT HEARING

At 9:00 A.M. Commissioner Zimmerman moved to enter into the Budget Amendment Hearing. Commissioner Hutchinson seconded the motion. All voted aye. Motion passed.

BUDGET AMENDMENT HEARING: 2024 Operating Budget:

-Matt Patzner, County Administrator, will present details. This Budget Amendment Hearing has been scheduled to receive comments relative to amending the 2024 Operating Budget for the following Barton County Funds – General Fund, Road and Bridge Fund and 911 Tax Fund. Despite the efforts of elected officials and department heads, budget estimates must be adjusted so that funds fall within budgetary laws.

Matt Patzner, County Administrator, said amending the General Fund would increase budget authority by \$3,490,000.00 to allow for the transfer of unanticipated revenue to reserve funds for future projects as deemed practical and necessary. A lot of the unanticipated revenue could be attributed to anticipating the tax credits which may be received in 2024 or possibly not until 2025, the amount of interest taken in beyond what was budgeted for and KDOT reimbursements. Amending the Road & Bridge budget would increase budget authority by \$380,000.00 to cover additional purchases for aggregates and other consumable goods necessary for operations as well as future road overlay projects that would be funded by federal funds exchange money and other unanticipated revenue. Amending the 911 Tax Fund would increase budget authority by \$100,000.00 to cover unanticipated equipment maintenance costs.

The Budget Amendments will now be presented to the Barton County Commission to receive public comment.

Commissioner Hutchinson moved to close the Budget Amendment Hearing and move into agenda meeting.

Commissioner Schlessiger seconded the motion.

All voted aye. Motion passed.

CLOSE BUDGET AMENDMENT HEARING

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AGENDA MEETING

Close of the Budget Hearing until Close of the Agenda Meeting

I. OPENING BUSINESS:

Commissioner Esfeld called the meeting to order at 9:04 A.M.

Commissioner Reif moved to approve the agenda.

Commissioner Schlessiger seconded the motion.

All voted aye. Motion passed.

Minutes of the December 10, 2024, Regular Meeting were not available.

II. APPROVAL OF APPROPRIATIONS:

-Bev Schmeidler, County Clerk, will present details. An Accounts Payable Register will be submitted to the Commission for the period of December 3, 2024, and ending December 17, 2024.

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

Commissioner Zimmerman moved to approve appropriations for the period of December 3, 2024, to December 17, 2024. Authorize the Chairman to sign on behalf of the Commission.

Commissioner Schlessiger seconded the motion.

All voted aye. Motion passed.

III. OLD BUSINESS:

There was no Old Business.

IV. NEW BUSINESS:

A. AMENDMENT OF THE 2024 BARTON COUNTY OPERATING BUDGET:

-Mr. Patzner will present details. The Budget Amendment Hearing for the 2024 Operating Budget for Barton County was conducted prior to this Regular Agenda Meeting. The Commission is now asked to consider amendments that will allow for the current budget to cover the operating expenses and possible transfers to reserves of unanticipated revenue for the General Fund, Road and Bridge Fund and 911 Tax Fund.

Matt Patzner, County Administrator, asked the commission to consider approval of the 2024 Barton County Budget Amendments as presented earlier.

Commissioner Hutchinson moved to approve the 2024 Barton County Budget Amendments.

Commissioner Zimmerman seconded the motion.

All voted aye. Motion passed.

B. RESOLUTION 2024-22: Transfer of Funds, General Fund to All Stars:

-Mr. Patzner will provide details. The Commission approved a transfer of \$3,000.00 from the Finance General Account of the General Fund to All Stars with the adoption of the budget. As there is no specific statute that allows such a transfer, it can only be made via Resolution.

Matt Patzner, County Administrator, said it was usually associated with Juvenile Services and had been for Teen Court in the past. Patzner asked the commission to consider adopting the resolution.

Commissioner Reif moved to adopt Resolution 2024-22, Transfer of Funds, General Fund to All Stars.

Commissioner Schlessiger seconded the motion.

All voted aye. Motion passed.

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C. RESOLUTION 2024-23: A Resolution Authorizing the Adoption of the Bylaws and Interlocal Cooperation Agreement for the Kansas Workers Risk Cooperative for Counties (KWORCC):

-Mr. Patzner will provide details. On November 26, 2024, the Commission awarded the County's workers compensation coverage bid to KWORCC. 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 Workers Risk Cooperative for Counties (KWORCC). Essentially, the County, through the interlocal agreement, agrees to participate in and form a county self-insurance pool for workers compensation coverage with KWORCC.

Matt Patzner, County Administrator, presented details and said it was almost the same as last week's resolution for KCAMP.

Commissioner Schlessiger moved to adopt Resolution 2024-23, A Resolution Authorizing the Adoption of the Bylaws and Interlocal Cooperation Agreement for the Kansas Workers Risk Cooperative for Counties (KWORCC).

Commissioner Hutchinson seconded the motion.

All voted aye. Motion passed.

D. GOLDEN BELT HUMANE SOCIETY: Operational and Support Agreement:

-Mr. Patzner will present details. Barton County will consider an updated agreement with the Golden Belt Humane Society. Under the agreement, the County will designate the Humane Society as the Animal Control Authority.

Matt Patzner, County Administrator, presented details.

Commissioner Hutchinson asked Patzner how many calls to the Humane Society were for the county versus those for the city of Great Bend. Patzner said he did not have an exact number, but it was much higher for the city, probably 90%/10% or 95%/5%.

Commissioner Hutchinson moved to approve the Golden Belt Humane Society Agreement for a five-year period.

Commissioner Reif seconded the motion.

All voted aye. Motion passed.

E. INFORMATION TECHNOLOGY: Operating Improvements:

-Mr. Patzner will provide details. Office 365 Business enables all computer users to have email hosting, protection and archiving as well as a desktop version of Office. It is suggested that the Commission approve the purchase of licenses for up to 180 users.

Matt Patzner, County Administrator, said Barton County had used Office 365 since July 2018. In addition to the licensing, Microsoft Teams was included at no extra cost, which was vital to conducting business today. The IT Department went out for bids and Dereck Hollingshead, IT Director, recommended going with True.org at a cost of \$30,240.00.

Commissioner Zimmerman mentioned that Hollingshead said he had not had any issues with True.org in the last year of service. Patzner said that was correct and the support and service had been good.

Commissioner Hutchinson said there were some local bids that were much higher and unfortunately, we were not able to stay local for this one.

Commissioner Schlessiger said there were two bids that were extremely low, but Hollingshead said they were not the right product. Patzner said some did not meet specs and one was someone he had never worked with before and did not know what kind of service would be provided.

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Commissioner Schlessiger moved to approve purchasing licensing of Office 365 Business Platform and Advanced Threat Protection from True.org Cloud. Cost of service, \$30,240.00, is to be paid from the 2025 Budget, General Fund, Information Technology Department, Licensing Line, 001-24-5423. Commissioner Hutchinson seconded the motion.

Commissioner Zimmerman said this was a little bit less than last year since we were down five employees.

All voted aye. Motion passed.

F. COUNTY CLERK'S OFFICE: Cereal Malt Beverage License Renewals:

-Bev Schmeidler, County Clerk, will provide details. Per K.S.A. 41-2702, no retailer shall sell any cereal malt beverage without having secured a license for that business. When a business is located in the unincorporated portion of the County, that application shall be made to the Board of County Commissioners. License renewals for 2025 will be presented.

Bev Schmeidler, County Clerk, presented details and asked for approval of the CMB licenses.

Commissioner Zimmerman noted this was fewer licenses than in the past. She said Kiowa Kitchen had one in the past, but they had closed the business. Schmeidler said some had switched from CMB licenses to Drinking Establishment licenses.

Commissioner Reif moved to approve the 2025 Cereal Malt Beverage Licenses for the listed businesses to include Lake Barton Golf Course, Miller Time LLC (two licenses), Odin Community Club and Odin Store.

Commissioner Schlessiger seconded the motion.

All voted aye. Motion passed.

G. COUNTY CLERK'S OFFICE: Request for Approval – Added / Abated / Escaped / Refunded Taxes:

-Bev Schmeidler, County Clerk, will present a listing of Added / Abated / Escaped / Refunded Taxes. Orders for these actions are kept on file in the County Clerk's Office. These are used to correct assessments and are requested by the County Appraiser's Office or the County Clerk's Office.

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

BATCH #1	VALUES	ESCAPED TAXES	ADDED / ABATED	REFUNDS
Gas				
Oil				
Personal Property	(46,235)		(\$6,276.64)	\$5,889.58
Real Estate	(3,930)		(\$719.30)	\$277.34
16/20 M Trucks	(5,566)		(\$793.82)	
State Assessed Utilities				
Special Assessments				
Grand Totals	(55,731)	\$0.00	(\$7,789.76)	\$6,166.92
Total Taxes	(\$7,789.76)			
Total Records Selected	27			

Commissioner Hutchinson moved to approve the Listing of Added / Abated / Escaped / Refunded Taxes as reviewed by the County Appraiser and presented by the County Clerk's Office and direct the Chairman to sign on behalf of the Commission.

Commissioner Zimmerman seconded the motion.

All voted aye. Motion passed.

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H. SOLID WASTE: Spill Prevention, Control, and Countermeasures (SPCC) Plan Proposals:

-Jennifer Hamby, Solid Waste Director, will present details. The Landfill is required to prepare and implement a Spill Prevention, Control, and Countermeasures (SPCC) plan per EPA regulation 40 CFR 112.3. This includes a description of oil storage and handling operations, spill prevention practices, discharge drainage controls, and the personnel, equipment, and resources at the facility that are used to prevent oil spills from reaching navigable waters or adjoining shorelines. On November 6, 2024, the County let a Request for Proposal inviting proposals to prepare a Spill Prevention, Control, and Countermeasures (SPCC) plan in compliance with EPA regulations. Bids were accepted until November 27, 2024. At this time, the Commission will be asked to award said bid.

Jennifer Hamby, Solid Waste Director, said two bids were received from Argus Consulting, Inc. for \$16,000.00 and from UES and SCS Engineers for \$8,500.00. Hamby said her recommendation was SCS Engineers because they knew our landfill, they had been the engineers for over 40 years.

Commissioner Zimmerman asked Hamby if SCS was previously Aquaterra. Hamby said that was correct.

Commissioner Schlessiger moved to award the Spill Prevention, Control, and Countermeasures (SPCC) Plan Proposals to SCS Engineers for \$8,500.00. Cost of service to be paid from the Solid Waste Fund, Professional Services Fees Line, 140-68-5475.

Commissioner Reif seconded the motion.

All voted aye. Motion passed.

I. SOLID WASTE: Equipment Repair - 826K Compactor Axel Clean-Out:

-Jennifer Hamby will provide details. The Landfill operates a Caterpillar 826K Compactor to push and compact trash. Operators routinely clean out debris that wraps around the compactor axles as it could potentially cause catastrophic failure to the axle seals and final drives. Occasionally, debris will get tightly wrapped around the axles or in a spot that the operators are unable to remove it. This requires clean out by removing the wheels. After a recent service on the compactor, it was recommended by Foley's that the wheels be removed and axels cleaned to check for and / or prevent any machine damage.

Jennifer Hamby, Solid Waste Director, said the quote from Foley was for \$20,180.11 and asked for approval to proceed with the preventative maintenance.

Commissioner Reif said it was well worth it to take care of the machines.

Commissioner Zimmerman asked Hamby how much the wheels weighed. Hamby said each weighed approximately 7,000 pounds, they had to bring a crane out to remove the wheels.

Commissioner Zimmerman moved to approve the removal of the 826K Compactor tires to complete an axel clean-out. The \$20,180.11 cost of service, as provided by Foley Equipment, to be paid from the Solid Waste Fund, Maintenance of Machinery and Equipment Line, 140-68-5460.

Commissioner Hutchinson seconded the motion.

All voted aye. Motion passed.

J. COUNTY ENGINEER: Consideration of Bids for OS 156 RCB Extensions Project:

-Barry McManaman, County Engineer, will present details. Bids were opened on December 2, 2024, for this project which widens an existing Reinforced Concrete Box (RCB) Bridge, Number OS 156, located on NW 10 Avenue approximately 0.25 miles south of NW 20 Road near Great Bend, Kansas. L&M Contractors, Inc. submitted the only bid in the amount of \$87,713.00. The Commission is asked to consider approval of the bid.

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Larry McManaman, County Engineer, said this was approximately ½ mile north of Great Bend on McKinley Street. McManaman said this was a safety issue as it was very narrow with the steel guardrail close to the road. This would extend the box six feet on each side, like others had been done. L&M Contractors was the only bid received for \$87,713.00. McManaman said it came in very close to his estimate and asked for approval of the bid.

Commissioner Hutchinson asked if that was where an accident. McManaman said there was one several years ago, a young lady struck the guardrail and was seriously injured.

Commissioner Hutchinson asked McManaman about the speed limits on McKinley. He said leaving the city of Great Bend, the speed limit was 55 mph but coming into Great Bend, the speed limit was 35 mph on the same stretch of road. McManaman said those speed limits were incorrect, and he caught that when doing a sign study and looking at the bridge project. McManaman said they would be looking into it.

Commissioner Schlessiger moved to accept the \$87,713.00 bid from L&M Contractors, Inc. for the OS 156 RCB Extensions Project. Cost to be paid from the Special Bridge Fund, Construction Related Items Line, 003-92-6191-92. Direct the Commission Chairman to sign the Notice of Award and the Agreement between the County and L&M Contractors, Inc.

Commissioner Hutchinson seconded the motion.

All voted aye. Motion passed.

McManaman said L&M Contractors planned to start the project around February depending on weather.

K. COUNTY ENGINEER: 2025 Biennial Bridge Inspections:

Mr. McManaman will provide details. The County Engineer requested a proposal from Kirkham Michael to perform the 2025 Biennial Bridge Inspections. Work includes routine bridge inspections following the Kansas Department of Transportation's "Scope of Services for Local Routine Bridge Inspections". Barton County is required to have all 372 bridge length structures inspected every two years. The Commission will be asked to consider approval of the Kirkham Michael agreement to do the inspections in the spring of 2025.

Barry McManaman, County Engineer, said the bridge inspections were last done in 2023. Kirkham Michael had done the bridge inspections for Barton County for decades and was very familiar with them. McManaman said that KDOT was going to a new bridge inspection system and it would behoove the county to hire Kirkham Michael because of their familiarity. Kirkham Michael submitted a proposal for \$40,960.00 to inspect all 372 bridges, anything 20 feet long and longer. They would be doing the inspections in March as required.

Commissioner Zimmerman said she felt inspecting the bridges was one of the most important things done. She said she thinks about it when crossing a bridge at Lake Wilson and always wondered if that bridge was inspected.

Commissioner Schlessiger said it was interesting to point out that it was only \$108 per bridge considering the time they spent at each bridge.

Commissioner Reif moved to select Kirkham Michael to provide the 2025 Biennial Bridge Inspections for Barton County. Cost of service, estimated at \$40,960.00, to be paid from the Special Bridge Fund, Professional Service Fees Line, 003-92-5475-92.

Commissioner Schlessiger seconded the motion.

All voted aye. Motion passed.

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L. ROAD AND BRIDGE: Buyback Options of Fleet Track Loaders:

-Chris Schartz, County Works Director, will provide details. Road and Bridge purchased two Bobcat Track Loaders from Bobcat of Salina. Both have been updated regularly since purchase in 2014 and in 2017, respectively. If the buy-back is approved, the current units will be replaced with 2024 T76 T4 Bobcat Compact Track Loaders. It is noted that the two-year buy-back option purchase price is \$32,000.00.

Chris Schartz, County Works Director, said they purchased the first Bobcat Track Loader from Bobcat of Salina in 2014 and the second in 2017. At that time, they entered into the Municipal Buy-Back Program where Bobcat of Salina buys back the used equipment, and the county gets new equipment. Schartz said this helped with trade-in value and keeping warranties up to date. Schartz asked the commission for approval.

Commissioner Zimmerman asked Schartz how much it would be to buy new equipment outright. Schartz said it would cost \$81,028.79 for each one.

Commissioner Hutchinson moved to exercise the two-year buy-back option offered by Bobcat of Salina for the two Bobcat Compact Track Loaders. The purchase price of \$32,000.00 for two 2024 T76 T4 Bobcat Compact Track Loaders is to be paid from the Road and Bridge Fund, Equipment, Operate and Construction Line, 002-92-6190.

Commissioner Schlessiger seconded the motion.
All voted aye. Motion passed.

M. MEMORIAL PARKS ADVISORY COMMITTEE: Board Appointments:

-Mr. Schartz will present details. Persons on the Memorial Parks Advisory Committee advise and assist Commission with the care and management of the Golden Belt and Hillcrest Memorial Parks. Public announcements were made via the newspaper and social media of open positions on the Committee. There is one unexpired position terming in 2025 open on the Committee.

Chris Schartz, County Works Director, said Mick Lang was the only applicant in this round and asked the commission to appoint Mr. Lang.

Commissioner Hutchinson said he has wondered if anyone really retired from the county.

Commissioner Zimmerman said Lang had served on the committee from 2005-2022. Schartz said Lang retired from the county in 2022 and said he spent a lot of time at the county owned cemeteries and took a lot of pride in them.

Commissioner Schlessiger moved to appoint Mick Lang to Memorial Parks Advisory Committee to an uncompensated position terming July 1, 2025.

Commissioner Zimmerman seconded the motion.
All voted aye. Motion passed.

N. EXECUTIVE SESSION:

-Chairman Barb 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.

At 9:35 A.M., Commissioner Zimmerman moved that we enter into Executive Session for consultation our County Counselor on a matter protected by the attorney / client privilege in order to protect the privilege and the board's position and that we reconvene in open session in 15 minutes. No action will be taken during the Executive Session. Persons included shall be the governing board, the County

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Counselor and the County Administrator are to be included in said meeting. The Open Meeting will resume at 9:50 in this room.

Commissioner Schlessiger seconded the motion.
All voted aye. Motion passed.

At 9:50A.M., Commissioner Zimmerman moved that we return to Regular Session with no action taken. Commissioner Hutchinson seconded the motion.
All voted aye. Motion passed.

V. ENDING BUSINESS:

1. Announcements
2. Appointments

VI. OTHER BUSINESS:

Commissioner Hutchinson – thanked the commissioners and all who worked on everything involving the NIETC Corridor. He thanked the citizens of Barton, Pawnee and Russell counties for showing up at the meetings and getting their voices heard.

Commissioner Hutchinson – Missouri Senator Josh Hawley sent a letter to the Department of Energy demanding they take back the \$4.9 billion loan given to Grain Belt Express.

Commissioner Esfeld – wanted taxpayers to know that they could pay their first half taxes under protest if they did not appeal earlier in the year.

Commissioner Schlessiger – She and Commissioner Hutchinson would be presenting at Ellinwood High School for Career Day.

Commissioner Zimmerman – reminder to pick up decorations from the memorial parks within seven days of the holiday.

ADJOURN:

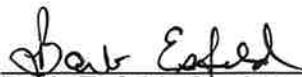
Commissioner Hutchinson made a motion to adjourn at 10:09 A.M.

Commissioner Zimmerman seconded the motion.

All voted aye. Motion passed.

ATTEST:


Bev Schmeidler
Barton County Clerk


Barb Esfeld, Chairman

RESOLUTION 2024-22

Transfer of Funds, General Fund to All Stars

WHEREAS, the Board of County Commissioners of Barton County, Kansas, is committed to maintaining the financial integrity of the County; and

WHEREAS, a key component to that is assuring that programs are funded at a level that provides for a return on expenditures in a manner that is both measurable and relevant; and

WHEREAS, the Commission believes, when monies are provided to support prevention programs for the area's youth, there is an immeasurable return as the reduction in adolescent engagement in risk behaviors benefits the community across generations.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Barton County, Kansas, when financial conditions warrant, will budget monies in the General Fund to support the All Stars program, a division of Juvenile Services, a non-budgeted fund; and

FURTHER, that the 2024 General Fund allocation, as provided in Finance General in the amount of Three Thousand Dollars (\$3,000.00), shall be made upon adoption of this Resolution.

Adopted this 17th day of December, 2024.

BOARD OF COUNTY COMMISSIONERS


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

RESOLUTION 2024-23

A RESOLUTION AUTHORIZING THE ADOPTION OF THE BYLAWS AND INTERLOCAL COOPERATION AGREEMENT FOR THE KANSAS WORKERS RISK COOPERATIVE FOR COUNTIES (KWORCC)

WHEREAS, the Board of County Commissioners (Board) of Barton County, Kansas, (County) has authority under the Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616, et seq., as amended, the Interlocal Cooperation Act, K.S.A. 12-2901, et seq., as amended, the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., as amended, to participate in and form a county self-insurance pool for workers compensation coverage; and

WHEREAS, the Board has reviewed an agreement to cooperate with other counties to form such a self-insurance pool entitled By-Laws and Interlocal Cooperation Agreement for the Kansas Workers Risk Cooperative for Counties (KWORCC), a copy of which is attached hereto and incorporated by reference into this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BARTON COUNTY, KANSAS, THAT:

1. The Bylaws and Interlocal Cooperation Agreement for the Kansas Workers Risk Cooperative for Counties (KWORCC), a copy of which is attached hereto and incorporated by this reference into this Resolution is hereby approved.
2. The Chairman of the Board is hereby authorized and directed to sign the Agreement on behalf of the County.
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 proved to the County, 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 Workers Compensation Act, K.S.A. 44-501 et seq, or amendments thereto.

4. The County understands and further by execution of this Resolution and the Agreement agrees that it will comply with the requirements of the Workers Compensation Act and amendments thereto and furthermore understands that in accordance with the BYLAWS AND INTERLOCAL COOPERATION AGREEMENT THAT THE INDIVIDUAL MEMBERS OF THE COOPERATIVE MAY BE SUBJECT TO ASSESSMENT.
5. One copy of this signed Agreement shall be mailed to the Administrator of KWORCC, along with a copy of this Resolution, one copy of the signed Agreement shall be filed with the County Register of Deeds, and one copy of the signed Agreement shall be filed with the Secretary of State of the State of Kansas.

The foregoing Resolution was adopted by a majority vote of the Board of County Commissioners of Barton County, Kansas, on this 17th day of December, 2024.

BARTON COUNTY COMMISSION



Barb Efeld, Chairman



Shawn Hutchinson, Commissioner



Duane Reif, Commissioner



Tricia Schlessiger, Commissioner



Donna Zimmerman, Commissioner

ATTEST:





Bev Schmeidler
County Clerk

APPROVED AS TO FORM:



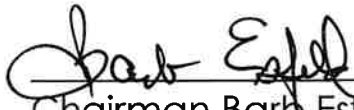
Patrick Hoffman
County Counselor

NOTICE

PURSUANT TO K.S.A. 12-2626

Be advised that the proposed cooperative is a group funded pool. The group funded pool is not an insurance company subject to the general laws and rules and regulations relating to insurance companies; however, the group funded pool is subject to separate regulation by the Kansas Insurance Department as authorized by state statute and cannot commence or continue operations without a certificate of authority. Such authorization does not constitute an endorsement or recommendation of the coverage provided. KWORCC is in full compliance with its certificate of authority which was obtained from the Kansas Insurance Department.

ACKNOWLEDGMENT AND RECEIPT OF NOTICE



Chairman Barb Estfeld, Board of County Commissioners

Date: December 12, 2024

ATTEST:



Bev Schmeidler, County Clerk



Amended and Restated, Effective December 3, 2024
BYLAWS AND INTERLOCAL COOPERATION AGREEMENT
FOR THE
KANSAS WORKERS RISK COOPERATIVE FOR COUNTIES

In consideration of the mutual covenants contained herein, this Interlocal Cooperation Agreement is made and entered into by and among Kansas counties which execute this Agreement and become members of the Kansas Workers Risk Cooperative for Counties (“KWORCC”), 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 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, authorized this Agreement and the powers commonly held and to be jointly exercised by Kansas counties which become members of the Cooperative.

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 Cooperative, who shall serve as its chief operating officer.
- 2.3 Agreement. The Bylaws and Interlocal Cooperation Agreement for KWORCC.
- 2.4 Board of Trustees or Board. The Board of Trustees of the Cooperative.
- 2.5 Bylaws. The Bylaws and Interlocal Cooperation Agreement for KWORCC.
- 2.6 Contributions. Amounts paid by members to receive the benefits of the Cooperative.
- 2.7 Member. Any Kansas county or Agency, authority, institution or other instrumentality thereof which enters into this Agreement and becomes a Member of the Cooperative.
- 2.8 Cooperative. The Kansas Workers Risk Cooperative for Counties sometimes referred to as and intended to be a pool.
- 2.9 Representative. The person designated pursuant to Section 11.1.b. to be a Member’s official representative for the purposes of the Cooperative, who is an elected county official of a Member County designated by that County’s Board of Commissioners, provided that regardless of the number of Members from a County, only one elected official may represent all Members from that County.
- 2.10 Trustee. A person serving on the Board of Trustees who is an elected county official and whose county is a Member of the Cooperative.
- 2.11 Deficit Fund Year. A policy year in which the benefits to injured workers and claims and administrative expenses exceed the premiums paid.

ARTICLE 3. Purposes.

- 3.1 The purposes of this agreement are to:
- a. Maintain a group-funded Cooperative to fund through joint self-insurance, excess insurance, or other lawful manner, obligations imposed upon employers under the Workers' Compensation Act as set forth by K.S.A. 44-574 and any of the acts contained in article 5 or 5a of Chapter 44 of the Kansas Statutes Annotated and amendments thereto, and to do any act authorized by law or as determined by the Board, with the powers set forth in this Agreement; and
 - b. Provide, through the Cooperative, certain claims and risk management services related to the liabilities for workers compensation, and assist Members in reducing and preventing such losses due to workers compensation claims and injuries.

ARTICLE 4. Existence of Cooperative.

- 4.1 KWORCC is a separate legal public entity, constituting an interlocal governmental agency as provided by law. The Cooperative shall continue in effect until dissolved in accordance with this Agreement.
- 4.2 The Cooperative is formed, financed, organized, and shall operate in accordance with the provisions of this Agreement. This Agreement constitutes the bylaws of the Cooperative or pool.
- 4.3 The Cooperative may sue and be sued.
- 4.4 In accordance with the provisions of the Interlocal Cooperation Act, this Agreement shall be submitted to the Commissioner of Insurance as part of the application and certification process to establish a Group-Funded Pool under the Act. Any county which enters into this Agreement shall cause to be filed a copy of this Agreement with the Register of Deeds for the Member County and with the Secretary of State in accordance with the provisions of K.S.A. 12-2905, and amendments thereto.
- 4.5 Member Counties shall have continuously reoccurring membership without the requirement of adopting the bylaws every year. This Agreement may be amended and shall continue in effect until the Cooperative is dissolved, as provided herein.
- 4.6 This Agreement does not establish an insurance company, nor shall the benefits or obligations of KWORCC constitute a policy of insurance coverage.
- 4.7 This Agreement shall constitute a qualified group-funded pool under the Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616, et seq., as amended, thereto which shall be subrogated to the rights and duties under the Workers' Compensation Act of the Employer so far as appropriate, including the immunities provided by K.S.A. 44-501 and amendments thereto.

ARTICLE 5. Members.

- 5.1 Membership in the Cooperative is limited to Members which properly enter into this Agreement and which meet qualifying insurance standards as established by the Board of Trustees.
- 5.2 Counties, including counties which have previously withdrawn or been expelled by the Cooperative, may be admitted to the Cooperative only upon approval by the Board of Trustees and subject to the conditions set out in this Agreement and such additional conditions as the Board of Trustees may from time to time require.

ARTICLE 6. Board of Trustees.

6.1 The Board of Trustees shall be composed of seven persons, each of whom shall be an elected county official of a different Member County it being understood that regardless of how many Members are in a Kansas County, only one elected official designated by that County's Board of Commissioners may sit on the Board of Trustees to represent that County. In order to achieve geographic balance throughout the state, one Trustee shall be elected from each of the following four regional districts and three Trustee shall be elected at large, provided no more than three Trustees may reside in any one of the four regional districts. Trustees on the Board shall be elected by all voting representatives at the annual meeting except when the Board of Trustees fills a vacancy as provided at Section 6.5. Only nominees who reside in a regional district shall be eligible to fill the Trustee position for that regional district, and nominees for the at large positions may reside in any of the regional districts. Trustees shall be elected by a plurality of the votes of the Members present in person at the annual meeting of the Members.

Northeast District: Atchison, Brown, Clay, Cloud, Dickinson, Doniphan, Douglas, Geary, Jackson, Jefferson, Johnson, Leavenworth, Lyon, Marshall, McPherson, Morris, Nemaha, Osage, Ottawa, Pottawatomie, Republic, Riley, Saline, Shawnee, Wabaunsee, Washington, Wyandotte;

Southeast District: Allen, Anderson, Bourbon, Butler, Chase, Chautauqua, Cherokee, Coffey, Crawford, Cowley, Elk, Franklin, Greenwood, Harvey, Labette, Linn, Marion, Miami, Montgomery, Neosho, Reno, Rice, Sedgwick, Sumner, Wilson, Woodson;

Northwest District: Barton, Cheyenne, Decatur, Ellis, Ellsworth, Gove, Graham, Jewell, Lane, Lincoln, Logan, Mitchell, Ness, Norton, Osborne, Phillips, Rawlins, Rooks, Rush, Russell, Sheridan, Sherman, Smith, Thomas, Trego, Wallace; and

Southwest District: Barber, Clark, Comanche, Edwards, Finney, Ford, Grant, Gray, Greeley, Hamilton, Harper, Haskell, Hodgeman, Kearny, Kingman, Kiowa, Meade, Morton, Pawnee, Pratt, Scott, Seward, Stafford, Stanton, Stevens, Wichita.

6.2 Elected Trustees shall assume office on January 1 of the next calendar year following their election. Appointed Trustees, who will be appointed to fill a vacancy only, shall assume office at the first Board meeting held following their appointment.

6.3 Terms of the Trustees shall be two-year overlapping terms or until their successors are elected.

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

- a. Submits a written resignation to the Board.
- b. Dies.
- c. Ceases to be an elected official of a Member County.
- d. Fails to attend three consecutive regularly scheduled meetings of the Board by teleconference or in person.
- 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.

6.5 Any vacancy in the position of an elected Trustee will be filled by a majority vote of the Board's remaining Trustees until the next annual meeting of the Membership, at which time the Membership shall elect a person to fill the vacancy for the unexpired term.

- 6.6 To the extent permitted by law, Trustees may be reimbursed for expenses incurred in the performance of their duties, as authorized by the Board.
- 6.7 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. Each Trustee must be a resident of Kansas and be an elected county official of a Member County.

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

- 7.1 The officers of the Board shall be: president, vice-president, secretary and 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 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 procedures as it deems necessary or desirable for the conduct of its business.
- 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 Cooperative and the Board.

- 8.1 The Cooperative shall have all powers necessary or desirable to achieve its purposes. The Board may exercise all powers of the Cooperative except those powers reserved to the Members, and all powers necessary and proper for its operation and implementation of this Agreement, subject to the limits of this Agreement and the Workers' Compensation Act. The Board is responsible for all operations of the Cooperative.
- 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. Serve as the policyholder of any group policies or plans.
 - d. Determine the methods of claim administration and payment; provide for claim experience for the Members collectively or separately as provided by law; and establish claim procedures and conditions to be met prior to the payment or defense of a claim all as permitted and subject to law.
 - e. Jointly self-insure or obtain excess insurance (specific or aggregate), or any combination thereof, or otherwise provide for the funding of coverage provided by or through the Cooperative as the Board deems appropriate.
 - f. Establish the duties of the Administrator.

- g. Provide for the administration of the monies received, for the manner of payments to be received, and for payment of all expense of the Cooperative; establish standards for the accountability of all receipts and disbursements of the Cooperative; 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 rental, only upon a majority of the membership obtained by ballot, election, polling or otherwise, which approval may be solicited and/or obtained by mail or at the annual meeting; provided, however, the Board may lease office facilities as are reasonable and necessary for the conduct of business without membership approval.
- k. Exercise the full power and authority of any Member of the Cooperative when requested, in writing, to do so by the Member's governing body.
- l. Provide for necessary activities to accomplish the purposes of this Agreement and of the Cooperative.
- 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 Cooperative, at such time as the Board may determine.
- o. Establish loss reduction, prevention and risk management policies, procedures, educational programs and requirements for Members of the Cooperative.
- p. Adopt and adjust the coverage provided through the Cooperative in concurrence with any affected excess insurers.
- q. Enter into contracts as necessary or appropriate for the operation of the Cooperative.
- r. Appoint committees from time to time, as the Board considers appropriate. 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 KWORCC to the Members.
- s. Approve attorneys or firms of attorneys to represent Members in claims covered by or through the Cooperative.
- t. Obtain the services of agents, attorneys, brokers, consultants, employees and service providers as necessary or appropriate for the operation for the Cooperative.

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

- a. Perform all duties required by the Act.
- b. Obtain and provide to Members annually an audit of the finances of the Cooperative performed by an independent Certified Public Accountant.
- c. Provide to Members quarterly financial statements to account for income, expenses, assets and liabilities of the Cooperative.
- d. Provide for an annual actuarial review of the Cooperative.
- 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 and its employees, and every other person having access to monies of the Cooperative.

- 8.4 The Trustees shall not borrow from or extend credit to any individual or 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 require the filing of statements of substantial interest and other ethical compliance.

ARTICLE 9. Financing.

- 9.1 All monies contributed to the Cooperative, and earnings thereon, shall be held in the name of and for the benefit of the Cooperative.
- 9.2 The Board shall establish Member contributions pursuant to guidelines established by the Board from time to time consistent with the Act. The contributions may include an annual contribution and any additional contributions which the Board deems necessary or appropriate to protect the financial condition of the Cooperative.
- 9.3 A member shall only be responsible for additional contributions to the Cooperative which relate to claims arising out of occurrences during and expenses relating to years in which the county is a member of the Cooperative.
- 9.4 Any refund of surplus monies shall be consistent with the Act and with policies adopted by the Board of Trustees.
- 9.5 The Board may determine supplemental contributions to be made by members of the Cooperative based upon experience modification factors, payroll audits or other similar consideration as needed to protect the financial condition of the Cooperative.
- 9.6 In lieu of determining that supplemental contributions be made by Members, the Board may establish special reserve funds, reduce or eliminate a Deficit Fund Year or pay certain administrative expenses by doing any of the following:
- a. Transfer authorized surplus funds from 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 At any meeting held pursuant to Section 10.2, the Members shall have the power to:
- a. Elect Trustees pursuant to Article 6.
 - b. Remove any elected or appointed Trustee from the Board by a two-thirds vote of the Members present at a meeting.
 - c. Dissolve the Cooperative by a two-thirds vote of the Members present at a meeting. Written notice of any proposed dissolution of the Cooperative shall be provided to each Member at least thirty days in advance of the vote thereon.

- d. Amend this Agreement by a two-thirds vote of the Members present at a meeting. 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 the meeting 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 Member Counties votes in favor of the proposed revision at the meeting. However, if less than two-thirds of the Member Counties vote to revise the published amendment, the revision nevertheless may be passed if: (i) two-thirds of the Members present at the meeting approves the revision; (ii) such amendment, as revised, is sent to the Member Counties with opportunity to object within 30 days after such meeting and (iii) within thirty (30) days from said mailing, less than 35% of the Membership provides written objection (by majority vote of Commissioners) to the said revised amendment.

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

- a. Notice of any Membership meeting shall be emailed or mailed by the Administrator to each Member at least 30 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 mailed, 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 as it appears on the records of KWORCC. 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 at 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 Members 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 whose credentials are satisfactory to the Board pursuant to guidelines established by the Board and published to the Members.

ARTICLE 11.

Obligations of Members.

11.1 Members shall have the obligation to:

- a. Pay promptly all contributions and other payments to the Cooperative at such times and in such amounts as shall be established in accordance with this Agreement, including any interest and penalties for late payment as may be required by a policy adopted by 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 an elected County official and must be appointed as a KWORCC representative or alternate representative for a term of not less than one (1) year by majority vote of the county commissioners of the Member to be the Member's official representative for the purposes of the Cooperative. An alternate representative may exercise all the powers of a representative during a Member meeting, in the absence of the representative.
 - c. Allow the Cooperative 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 Cooperative and implementation of this Agreement.
 - d. Cooperate fully with the Cooperative's attorneys and Administrator, and any other agent, contractor, employee or officer of the Cooperative, in activities relating to its purposes and powers.
 - e. Provide information requested by the Cooperative, its Administrator and any other agent, contractor, employee or officer of the Cooperative, as reasonably required for administration and operation of the Cooperative.
 - f. Notwithstanding the provisions of K.S.A. 19-247, 19-702 and 19-723, and amendments thereto, allow the Cooperative, and attorneys and other designated by it, to represent the Member in the investigation, settlement and litigation of any claim within the scope of loss protection furnished by or through the Cooperative.
 - g. Follow the claims, loss reduction and prevention, and risk management policies and procedures established by the Board.
 - h. Report to the Cooperative, in the form and within the time required by the Board, all incidents or occurrences which could reasonably be expected to result in the Cooperative being required to consider a claim.
 - i. Report to the Cooperative, in the form and within the time required by the Board, the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts.
- 11.2 It shall be the express obligation of every member of the Cooperative to comply with the Workers' Compensation laws of the State of Kansas and such laws shall govern the duties of employers and the liabilities to employees of the Members of the Cooperative.

ARTICLE 12.

Withdrawal of Members.

- 12.1 Any Member may withdraw from the Cooperative, 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 the Cooperative.
- 12.2 A withdrawn Member shall lose all voting rights upon withdrawal. Any claim of title or interest to any asset of the Cooperative, and any continuing obligation of the Cooperative to the Member or of the Member to the Cooperative, after the Member's withdrawal, shall be consistent with this agreement, any policy adopted by the Board and the Act.

- 12.3 In accordance with K.S.A. 12-2626(c) and amendments thereto, individual Members of the Cooperative may elect to terminate their participation in the Cooperative or be subject to cancellation of membership in the Cooperative in accordance with the Bylaws of the Cooperative. On termination or cancellation of Member of the Cooperative, the Cooperative shall notify the Division of Workers' Compensation within ten (10) days and shall maintain coverage of each canceled or terminating Member for thirty (30) days after notice to the division or until the division gives notice that the canceled or terminating Member has procured Workers' compensation and employer's liability insurance, whichever occurs first.

ARTICLE 13.

Expulsion of Members.

- 13.1 A Member that fails to make a contribution or any other payment due the Cooperative shall be automatically expelled from the Cooperative 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 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 request is received pursuant to subparagraph b. of this paragraph 13.2, and if the failure is not cured within the time required by the Board's notice or any extension of such time as the Board may grant, the Board may expel the Member. 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 days before the end of the period given by the Board to cure the alleged failure, and shall be granted if so made.
 - d. The Board shall provide the Member at least ten days prior written notice of the time and place of any requested hearing as the Board or Members, as applicable, may set.
- 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 Cooperative, and any continuing obligation of the Cooperative to the Member or of the Member to the Cooperative, after the Member's expulsion, shall be as determined consistent with the Agreement, any policy adopted by the Board and the Act.
- 13.5 Expulsion does not relieve the expelled Member of the 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 Cooperative may be dissolved by the Members as provided in Article 10. In the event of dissolution of the Cooperative, the assets of the Cooperative not used or needed for the purposes of the Cooperative, as determined by the Board, shall be distributed exclusively to counties which are Members of the Cooperative prior to dissolution to be used for one or more public purposes.
- 14.2 Upon partial or complete dissolution of the Cooperative by the Members in accordance with Article 10, the Trustees shall determine, consistent with this Agreement, all other matters relating to the disposition of property and dissolution of the Cooperative, by a two-thirds vote of all Trustees.
- 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 Cooperative.

ARTICLE 15.

Liability of the Board, officers and employees.

- 15.1 No Trustee, officer or employee of the Cooperative 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 Cooperative or upon contracts or engagements on its behalf. The Cooperative 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 Cooperative may purchase public official's liability, errors or omissions or other insurance providing similar coverage for the Trustees, officers and employees of the Cooperative. 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 Cooperative 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 counties which become Members of the Cooperative. The terms of this contract may be enforced in court by the Cooperative or by any of its Members.
- 16.2 Except as provided in this Agreement and to the extent of the financial contributions to the Cooperative 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 in the creation of the Cooperative to establish 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 Cooperative shall be jointly liable for the payment of claims to the extent of the assets of the Cooperative.
- 16.3 The withdrawal or expulsion of a Member does not relieve it from liability for additional contributions determined by the Board in accordance with Article 9.
- 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 Cooperative satisfies such obligation or responsibility.
- 16.7 All monies received by the Cooperative are public funds, including earned interest, derived from its Members which are counties within the State of Kansas.
- 16.8 Neither this agreement nor any action of the Board of County Commissioners 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 board of county commissioners 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. In addition, the laws regarding Workers' Compensation and the benefits to the employer are reserved and shall not be deemed to have been waived by the entry of the board of county commissioners of any county in entering into this agreement
- 16.9 The provisions of this Agreement and of the other documents referred to herein, and the assets of the Cooperative, are for the benefit of the Members of the Cooperative only, and no other person 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 Cooperative shall not be subject to attachment, garnishment or any equitable proceedings.
- 16.10 It is the intention of the Members that the Cooperative that any income of the Cooperative 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 Cooperative.
- 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 Board or its authorized representative and a Member disagree on whether a loss is covered through the Cooperative or on the amount of a covered loss, the Board or its authorized representative or 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 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. If the two so selected fail for 15 days to agree upon the umpire, the entire dispute of coverage shall be submitted to the American Arbitration Association for arbitration pursuant to their standard rules and regulations.
 - b. The decision of the panel, or the American Arbitration Association, as the case may be, shall be binding on the Board or its authorized representative and the Member, and may be filed and otherwise acted upon pursuant to the Kansas Uniform Arbitration Act, as may be amended.
 - c. The Cooperative 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 Cooperative and the Member.

- 16.13 In the event of the payment of any loss by the Cooperative under this Agreement, the Cooperative shall be subrogated to the extent of such payments to all the rights for 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 affect recovery.
- 16.14 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.
- 16.15 This agreement may be executed in counterparts. The original of each executed Agreement shall be filed with the Cooperative.

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

Executed by Barton County, Kansas, pursuant to Resolution 2024-23, A Resolution Authorizing the Adoption of the Bylaws and Interlocal Cooperation Agreement for the Kansas Workers Risk Cooperative for Counties (KWORCC), said Resolution having been adopted on the 17th 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