

RESOLUTION NO. 09-58
 OF Franklin, STATE OF KANSAS

WHEREAS, 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 "Bylaws and Interlocal Cooperation Agreement for the Kansas County Association Multiline Pool" ("KCAMP")

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPALITY, THAT:

1. The 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.

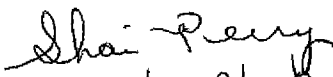
5. One copy of the signed Agreement shall be mailed to the Administrator of KCAMP along with a copy of this executed Resolution; one copy of the executed Agreement shall be filed with the County Register of Deeds for the County in which the Municipality is located; and one copy of the executed Agreement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

The foregoing Resolution was duly adopted by a majority vote of the governing body of the Municipality in the State of Kansas, on this 16th day of December, 2009.

ATTEST:




 CHAIRMAN


 County Clerk

Amended and Restated
BYLAWS AND INTERLOCAL COOPERATION AGREEMENT
FOR THE
KANSAS COUNTY ASSOCIATION MULTILINE POOL
As of November 16, 2009

FILED FOR RECORD

TIME 1:30 P.M.

DEC 21 2009

Misc
 Book 248 Page 454
 REGISTER OF DEEDS, FRANKLIN CO., KS

INSTRUMENT # 4934

In consideration of the mutual covenants contained herein, this 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"), 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 operating 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 Member. A Kansas Municipality that enters into this Agreement and becomes a member of the Pool.
- 2.8 Municipality. Any Kansas County, and any 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 that is a Member, except School Districts.
- 2.9 Pool. The Kansas County Association Multiline Pool.

- 2.10 Representative. The person designated pursuant to Section 11.1.b. to be a Member's official representative for the purposes of the Pool, who is elected by the Member's governing body to be the official representative of the Member, except for a Member that is a County, the official representative of which must be an elected county official.
- 2.11 Trustee. A person serving on the Board of Trustees who is an elected county official and whose county 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, 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 In accordance with the provisions of the Interlocal Cooperation Act, this Agreement shall be submitted to the Attorney General to determine whether it is in proper form and compatible with the laws of Kansas, and to such other state officers encompassed by this Agreement, as may be required by the Interlocal Cooperation Act or other laws of this state, and to the Commissioner of Insurance as part of the application and certification process to establish a Group-Funded Pool under the Act. Any Kansas Municipality that enters into this Agreement shall cause to be filed a copy of the Agreement with the Register of Deeds in the county in which the Kansas Municipality is located and with the Secretary of State, in accordance with the provisions of K.S.A. 12-2905, and amendments thereto.
- 4.5 This Agreement may be amended and shall continue in effect until the Pool is dissolved, as provided herein.
- 4.6 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 Kansas Municipalities which properly enter into this Agreement and which meet qualifying underwriting standards as established by the Board of Trustees.
- 5.2 Municipalities, including Municipalities which have previously withdrawn or been expelled by the Pool, may be admitted to the Pool only upon approval of the Board of Trustees and subject to the conditions set out in this Agreement and such additional conditions as the Board 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. Trustees on the Board shall be elected by the vote of the official Representatives of Counties that are Members ("County Representatives"). Trustees shall be elected by a plurality of the votes of the County Representatives present, in person, at the annual meeting of the Members. No cumulative voting shall be permitted in the election of Trustees.
- 6.2 Elected Trustees shall assume office on January 1 of the next calendar year following their election. Appointed Trustees, which 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 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.
- 6.5 Any vacancy in the position of an elected Trustee will be filled by a majority vote of the remaining Trustees until the next annual meeting of the Membership, at which time the

County Representatives shall elect a person who is an elected county official 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, 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 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 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. 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 and establish claim procedures and conditions to be met 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 loss reduction, prevention and 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. 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. Adoption and amendment of 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 County 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, except for the provisions herein requiring that Trustees be elected county officials elected exclusively by County Representatives, which requirement may only be changed by the vote of two-thirds of the County Representatives present, in person, at an annual meeting or 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 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 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 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 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 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 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 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 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 Pool 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. All payments made to the Pool shall be deemed earned upon receipt.
- 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, except in the case of a County Member, the Representative and alternative representative (i) must be an elected official of the County represented by the Member; and (ii) elected by majority vote of the governing body of the County Member. Each such Representative and alternate representative must be appointed as a KCAMP Representative or alternate representative for a term of not less than one (1) year as the Member's official 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 the claims, loss reduction and prevention, and risk management 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.