RESOLUTION NO. 2017-9

OF Jackson County, Kansas, STATE OF KANSAS
(Municipality)

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 Third 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.

The foregoing Resolution was duly adopted by a majority vote of the governing body of the Municipality in the State of Kansas, on this 12th day of July, 2017.

ATTEST:

CHAIRMAN

2017-09

Third Amended and Restated

BYLAWS AND INTERLOCAL COOPERATION AGREEMENT

FOR THE

KANSAS COUNTY ASSOCIATION MULTILINE POOL

As of May 31, 2017

In consideration of the mutual covenants contained herein, this Third 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 Member. A Municipality that enters into this Agreement and becomes a member of the Pool.

2.8 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.

2.9 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 or a city, the official representative of which must be an elected official of the respective county or city.

2.11 Trustee. A person serving on the Board of Trustees 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 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. A Trustee that is currently serving a term, who during that term fails to be reelected as a county or city official as applicable, may, with the consent and at the pleasure of the majority of the remaining Trustees, continue to serve out that portion of his or her unexpired term, until a successor is appointed by the Trustees or a successor is elected at the next annual Membership meeting. 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 Trustees shall assume office on the date the first meeting of the Board of Trustees is held 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 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.

6.4 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 to or willing to serve.

6.5 Any vacancy in the position of a Trustee shall be filled for the remainder of the unexpired term by a majority vote of the remaining Trustees, except in the case of a vacancy created by the failure of a current Trustee to be elected to public office while serving his or her term, the continuation as a Trustee of such unelected person for all or a portion of his or her unexpired term, shall be at the pleasure of and in the sole discretion of the remaining Trustees.

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.

6.8. Each Trustee must be a resident of Kansas.

6.9 In order to be a candidate for election 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 of the Board of Trustees 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. 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 of the Board of Trustees 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).

6.10 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 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. 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 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, including, but not limited to an investment committee, an audit committee, and a nominating and compensation 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. 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 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 Trustees be elected county or city officials may only be changed by the vote of two-thirds of the 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 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 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 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, except in the case of a county Member or a city Member, the Representative and alternative representative (i) must be an elected official of the county or city represented by the Member, as applicable; and (ii) elected by majority vote of the governing body of the respective county Member or city Member, as applicable. 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.

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 that sixty (60) days prior to the anniversary date of 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, and 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, 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

(5) 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 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.

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 as provided in Article 10. In the event of dissolution of the Pool, the assets of the Pool not used or needed for the purposes of the Pool, as determined by the Board, shall be distributed exclusively to the Municipalities that are Members of the Pool immediately prior to dissolution 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.

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 Section 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 may appeal the Administrator's decision to the Board. 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 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 fifteen 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 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 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 Pool.

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 Jackson County (Municipality), Kansas, pursuant to Resolution No. 2017-9, said Resolution having been adopted on the 12th day of June, 2017.

By: [signature]

Date: 6-12-2017

Print Name: Rob Ladner

Title: Chairman Jackson County Board of County Commissioners

ATTEST: Kathy Mick

Date: 6-12-2017

BY: Kathy Mick

TITLE: County Clerk Jackson County

COUNTY CLERK SEAL JACKSON COUNTY, KANSAS