

Recommended Bylaw Amendments

***Explanation:** The change to Article 4.4 was requested by Philip Michael, Lead Regulatory Counsel for the Kansas Department of Insurance to reflect the transfer of approval authority. The change in article 4.5 clarifies that Member Counties have recurring memberships in KWORCC without the need to pass a new resolution each year. Changes in Article 4 are shown below.*

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 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 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. 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.

***Explanation:** In order to provide greater opportunities for board service and maintain geographic diversity, this amendment replaces the current six regional districts with four districts for the election of Trustees and provides for three Trustees elected at large. It requires that no more than three Trustees may reside in any one of the regional districts. Changes in Article 6 are shown below.*

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 eCounty, 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 ~~six~~ **four** regional districts and ~~one~~ **three** Trustees 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;

~~North Central District: Chase, Clay, Cloud, Dickinson, Ellsworth, Geary, Jewell, Lincoln, Marion, McPherson, Mitchell, Morris, Ottawa, Republic, Saline, Washington;~~

~~South Central District: Barber, Barton, Butler, Comanche, Cowley, Edwards, Harper, Harvey, Kingman, Kiowa, Pawnee, Pratt, Reno, Rice, Rush, Sedgwick, Stafford, Sumner;~~

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, ~~Lane~~, Meade, Morton, Ness, 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, ~~which~~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 eCounty.
- d. Fails to attend three consecutive regularly scheduled meetings of the Board by ~~telephone~~ 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 ~~isdememeanor~~ 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 ~~extend~~ 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 eCounty.