



**Board of Riley County
Commissioners
Regular Meeting
Agenda
December 30, 2021**

115 North 4th Street
Manhattan, KS 66502
www.rileycountyks.gov

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

[District 2 – Greg McKinley, Vice Chair](#)

[District 3 – Kathryn Focke, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Sign Riley County Personnel Action Form(s)
4. Approve payroll/accounts payables (when completed)

Review Minutes

5. Board of Riley County Commissioners - Regular Meeting - Dec 27, 2021 8:30 AM

Review Tentative Agenda

6. Tentative Agenda

Press Conference Topics

7. Discuss Press Conference

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

8. Administrative Work Session
9. Executive session to discuss confidential legal advice regarding potential litigation issues

9:20 AM

John Ellermann, Public Works Director/County Engineer

10. CIP Fund Project Amendment
11. Tandem Axle Dump Truck Bid Recommendation

9:35 AM

Clancy Holeman, Counselor/Director of Administrative Services

12. Review of Flint Hills Regional Council Formation Documents and Requested 2022 Dues Increase to Members

9:50 AM**Clancy Holeman, Counselor/Director of Administrative Services**

13. Status of Indigent Defense Panel Contracts--2022

Adjournment**Announcement**

Riley County Offices will be closed Friday, December 31, 2021 due to the observance of the New Year's Day holiday.

In order to comply with provisions of the Americans with Disabilities Act (ADA), Riley County will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.



COUNTY CLERK & ELECTIONS
Personnel

Rich Vargo
County Clerk
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resource Manager

MEETING: December 30, 2021

SUBJECT: Sign Riley County Personnel Action Form(s)

PRESENTER: Elizabeth Ward, Human Resource Manager

Enclosures:

- 2021-12 C Constable (green) (PDF)
- 2021-12 N Henderson (2) (green) (PDF)

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add	Supervisor:	Fill Request Date: 12/17/2021
☒ Change	Dept Head: Julie Gibbs	Employee #

☐ New Hire	☐ Rehire	☐ Transfer	☐ Promotion	☒ Separation from
☐ Step Change	☐ Status Change	☐ Demotion	☐ Other	County Service

☐ Full Time	☐ Regular	☒ As-Needed	☐ Seasonal
☐ Part Time	☐ Grant Funded	☐ Intern	☐ Temporary

Constable	Chantelle		
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Name: Last First Middle Home Phone

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Address: Street City State Zip

COVID-19 Contact Tracer	Health Department	0030-000400
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Position Title Department Fund

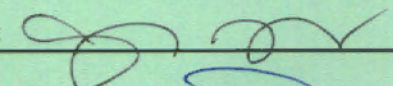
12/17/2021	☐	☒		☒ Yes	☐ No
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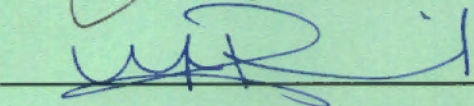
Effective Date Exempt Non-Exempt Ending Date For Temporary Is this a budgeted position?

B	9	\$	☐ Hour	\$ 15.80	☐ Bi-weekly	☐ 40	☐
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Grade/Step Pay Rate Hours Per Workweek

Approvals:

Department:  Date: 12-21-21

Personnel:  12.23.21

BOCC
Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date: 12-3-2021
☒ Change		Employee #

☐ New Hire	☒ Rehire	☐ Transfer	☐ Promotion	☐ Separation from
☐ Step Change	☐ Status Change	☐ Demotion	☐ Other	County Service

☐ Full Time	☐ Regular	☒ As-Needed	☐ Seasonal
☐ Part Time	☐ Grant Funded	☐ Intern	☐ Temporary

Henderson	Nathan		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

Contact Tracer	Health Department	00030-0000400-0337
Position Title	Department	Fund

12/22/2021	☐	☒		☒ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

B	9	\$15.80	☐ Hour	\$	☐ Bi-weekly	☐ 40	☐
Grade/Step		Pay Rate				Hours Per Workweek	

Approvals:

Department: Julie Gibbs by Michelle Reid Date: 12-28-21

Personnel: [Signature] 12-28-21

BOCC

Chairman: _____

Member: _____

Member: _____



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
January 03, 2022**

115 North 4th Street
Manhattan, KS 66502
www.rileycountyks.gov

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

[District 2 – Greg McKinley, Vice Chair](#)

[District 3 – Kathryn Focke, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

1. Administrative Work Session

9:20 AM

Break

9:30 AM

Press Conference

2. RCPD update - Captain Greg Steere (3-5 minutes)

10:00 AM

Russel Stukey, Emergency Management Director

3. Staff update

Adjournment

In order to comply with provisions of the Americans with Disabilities Act (ADA), Riley County will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.

Attachment: 01-03-21 tentative agenda (10521 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
January 06, 2022**

115 North 4th Street
Manhattan, KS 66502
www.rileycountyks.gov

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

[District 2 – Greg McKinley, Vice Chair](#)

[District 3 – Kathryn Focke, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Approve payroll/accounts payables (when completed)

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Elizabeth Ward, Human Resource Manager

2. Covid vaccine incentive program

9:15 AM

Michael Boller, Noxious Weed Director

3. Staff update

9:30 AM

Greg McHenry, Appraiser

4. Staff update

9:55 AM

Break

10:00 AM

Amanda Smeller, Planning/Special Projects Director

5. Staff update

10:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

6. Administrative Work Session

10:35 AM

Shelly Williams, Community Corrections Director

7. State of Community Corrections Funding Statewide

Attachment: 01-06-21 tentative agenda (10521 : Tentative Agenda)

Adjournment

In order to comply with provisions of the Americans with Disabilities Act (ADA), Riley County will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.

Attachment: 01-06-21 tentative agenda (10521 : Tentative Agenda)



PUBLIC WORKS
Amendment

John Ellermann
Public Works
Director/County Engineer
6215 Tuttle Creek Blvd
Manhattan, KS 66503
Phone: 785-537-6330

COMMISSION AGENDA REPORT

FROM: John Ellermann, Public Works Director
MEETING: December 30, 2021
SUBJECT: CIP Fund Project Amendment
PRESENTER: John Ellermann

BACKGROUND

In November the Board approved Public Works to purchase two tandem axle trucks with snow plow and spreader using funds from the CIP. At the time the costs of the trucks were estimated to be \$230,000 each.

On December 20th the Board opened bids for the two trucks. Bids came at \$234,021 each totaling \$468,042. \$4,021 over the CIP estimate for each truck. It is our request the Board approve an amendment for \$4,021 for each for the two trucks.

DISCUSSION

Discussion on increase the CIP \$4,021 for two trucks totaling \$8,042.

FISCAL IMPACT

The fiscal impact will be a total increase of \$8,042 from the CIP for the two trucks.

RECOMMENDATION(S)

With the current volatility of the market, Public Works recommends approving the increase to purchase the trucks. The current waiting period is approximately 360 days.

POSSIBLE MOTION(S)

Move to approve the amendments to the CIP for total increase in price of \$8,042 for two tandem

axle trucks.

Move to deny the amendments.

Move to modify amendments.

Move to table

No action required.

The Board agreed by consensus to

Enclosures:



PUBLIC WORKS
Recommendations

John Ellermann
Public Works
Director/County Engineer
6215 Tuttle Creek Blvd
Manhattan, KS 66503
Phone: 785-537-6330

COMMISSION AGENDA REPORT

FROM: Shannon Sterling, Administrative Assistant II
MEETING: December 30, 2021
SUBJECT: Tandem Axle Dump Truck Bid Recommendation
PRESENTER: John Ellermann, Public Works Director

Staff has reviewed the following bid received for two (2) new Tandem Axle Dump Trucks with snow plows and salt spreader boxes.

Rush Truck Center	\$468,042.00	International
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Staff recommends accepting the bid from Rush Truck Center, Kansas City, MO, for two (2) new International Tandem Axle Dump Trucks with Henke Snow Plows and Monroe Salt Spreader Boxes. Total price of \$468,042.00. Estimated delivery is 12 months.

This is a 2021 CIP funded purchase.

POSSIBLE MOTION(S)

Move to approve the bid from Rush Truck Center for \$468,042.00.

Move to deny the bid from Rush Truck Center for \$468,042.00.

Move to modify the recommendation.

Move to table for further review.

Enclosures:

- Bid Tab-Tandem Axle Dump Truck_122021 (PDF)

Tandem Axle Dump Truck Summary

12/20/2021

Company	Tandem Axle Dump Truck (x2)	12' Henke Plow, Installed (x2)	Monroe Salt Spreader, Installed (x2)	Total	Plus LED Plow Lights	Monroe Plow in lieu of Henke	Est. Delivery Date
Rush Truck Center (Formerly Summit Truck Group) 7700 NE 38th St Kansas City, MO 64161	\$ 367,884.00	\$ 35,092.00	\$ 65,066.00	\$ 468,042.00	Add \$1,289.00 each or \$2,578.00 total	Deduct \$1,843.00 each or \$3,686.00 total	360-380 days

Attachment: Bid Tab-Tandem Axle Dump Truck_122021 (11779 : Tandem Axle Truck Bid



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Agreement

Clancy Holeman
Counselor/Director of
Administrative Services
115 North 4th Street
Manhattan, KS 66502
Phone: 785-565-6844

COMMISSION AGENDA REPORT

FROM: Clancy Holeman, Riley County Counselor

MEETING: December 30, 2021

SUBJECT: Review of Flint Hills Regional Council Formation Documents and Requested 2022 Dues Increase to Members

PRESENTER: Clancy Holeman

BACKGROUND

Recently this Board has had discussions regarding both the identifiable benefits of Riley County's continued participation in the Flint Hills Regional Council (hereinafter "FHRC") and the 2022 dues increase requested by the FHRC.

The board has requested the opportunity to review the formation documents of the FHRC and discuss the foregoing two matters.

DISCUSSION

Attached for the Board's review is a cover letter (mistakenly dated "2020") from the FHRC Board President. (Attachment A) That cover letter included the invoice for Riley County's 2022 FHRC membership dues. (Attachment B)

The formation documents for the FHRC were signed off on by Riley County and are included today. First is the "Interlocal Cooperation and Members' Agreement." (Attachment C) Article VIII of Attachment C, titled "Term of Agreement" allows Riley County to end its membership in the FHRC at any time: "any party hereto may terminate its obligations hereunder and may cause its representatives to withdraw as a director of this Council at any time... ." Article IX of Attachment C, titled "Miscellaneous," provides notice of any such withdrawal from the FHRC is given within 72 hours a writing is sent to the other party by "first class mail, registered, or certified, postage prepaid, and properly addressed to the party... ." The second page of Attachment A requires Riley County to pay its invoiced 2022 dues "on or before January 31,

2021." Reading those three provisions of Attachments A and C together: If the Board decides to either make payment for the invoiced 2022 dues or determines to withdraw effective that date, I recommend you mail FHRC your intention to do so no later than January 25th, 2022, if possible. That date of mailing would avoid having the third day after mailing occur on a weekend day. (It is not required the notice effective date be on a weekday. I'm just suggesting this approach as a potential courtesy to the FHRC.)

Attachment D is a letter dated December 11, 2009 to the Riley County Commission which described the perceived need to form the FHRC.

Attachment E is the "Not for Profit Articles of Incorporation of Flint Hills Regional Council, Inc."

Attachment F is the "Bylaws of Flint hills Regional Council, Inc." The final paragraph of Attachment F, Article I, Section 1.4 of Attachment F provides: "In accordance with applicable law and as may be authorized by the board of directors (including the collection of appropriate charges), any member or agent or attorney of any member shall have the right to inspect...any...records of this Council." That provision of the FHRC bylaws allows this Board to examine all records of the FHRC. Attachment F, Article II, Section 2.5(h) allows the FHRC to "borrow money for its own purposes at such rates of interest as" FHRC "may determine." Attachment F, Article III, Section 3.4(a) gives any member of the FHRC the right to resign, but requires written notice to the secretary of the FHRC. And any obligations or commitments made by the member "prior to resignation" remain in place. Attachment F, Article III, Section 3.4(c) gives the FHRC the right to "expel, "suspend," or "terminate membership" of any member who does not pay dues "when due," or does not pay the FHRC "assessments or other monetary amounts due."

FISCAL IMPACT

The 2022 dues request is set out in the invoice. (Attachment B)

RECOMMENDATION(S)

Please review and advise whether the BOCC intends, at this time, to authorize payment of the 2022 dues request in Attachment B.

POSSIBLE MOTION(S)

A. "I move the Board authorize payment of the FHRC 2022 dues request in the invoice presented."

B. "I move the Board not authorize payment of the FHRC 2022 dues request in the invoice presented."

C. "I move the Board have further discussion on the matter presented."

D. "I move the Board take the following action... ."

Enclosures:

- Attachment A (PDF)
- Attachment B (PDF)
- Attachment C (PDF)
- Attachment D (PDF)
- Attachment E (PDF)
- Attachment F (PDF)

FLINT HILLS REGION

December 21, 2020

Mr. Rich Vargo
Riley County
110 Courthouse Plaza
Manhattan, KS 66502

RE: Flint Hills Regional Council Membership Dues Assessment

Dear Mr. Vargo,

We are looking forward to 2022 with many exciting and impactful initiatives, projects, and efforts planned or already underway—bringing value and significant grant funding to our Flint Hills Region.

In 2021, the Flint Hills Regional Council (FHRC) accomplished many of the goals set for the year. The following are some 2021 Highlights for your review. A full list is attached.

- **Completion of New Website**
- **Constant Contact & Enhanced Social Media Presence**
- **Revised Bylaws**
- **Revised Employee Handbook (In Progress)**
- **Fiscal Management Policy (In Progress)**
- **Grant for Sustainability Plan, Grant Management Training and Policy Development**
- **Identify Strategy for Sustainable Path Forward**
- **Apply for New Funding Opportunities**
- **Assess Membership Structure & Dues**
- **Saint George Comprehensive Plan**
- **Chase County: Housing Conditions Assessment**
- **Grant Writing for Build Back Better Application**
- **CEDS Review & 2021 Update**
- **Finalize Ogden Comp Plan with Community Survey and Housing Assessment**
- **Needs Assessment System for Grant Needs**
- **Junction City and Manhattan EPA Area Wide Plans**
- **Junction City Housing Conditions Assessment**
- **Military Installation Resiliency Study and Action Plan (Completion Jan 2022)**
- **Green Valley Transportation Plan (completion Jan 2022)**
- **UAS Corridor Comprehensive Plans and Updates**
- **Regional Business Confidence Survey**
- **Regional Economic Impact Analysis (In Progress)**
- **Regional Skills Gap Analysis (In Progress)**
- **Regional River Trail and Concept Plan with NPS**

The official designation as the Flint Hills Economic Development District (FHEDD) brings great potential to the region. This year our economic development organizations provided the match for our Economic Development Administration (EDA) Planning Partnership (50/50) matching dollars that allow the Flint Hills Regional Council to stretch our local dollars further, bringing in additional grant revenue to the region,

FLINTHILLSREGION.ORG

ATTACHMENT A

Attachment: Attachment A (11786 : Flint Hills Regional Council Dues Increase)

FLINT HILLS REGION

and coordinating and implementing our seven-county Flint Hills Economic Development District (CEDDS) plan. This commitment is for the next three years. We would like to thank the following organizations for these generous donations of cash and in-kind time: The City of Junction City, the Junction City/Geary County Area Chamber of Commerce and EDC, Greater Morris County Economic Development Corporation, Wabaunsee County Office of Economic Development, Pottawatomie County Economic Development Corporation, City of Manhattan and the Manhattan Area Chamber of Commerce.

It is our hope that you will continue to support the Flint Hills Regional Council and let us know how we can assist you. We provide additional services as able including grant writing for recovery and resilience planning, and other technical assistance to help your community.

Your community's participation and membership has been essential to the success of the region and has helped change the tone of conversation to one of partnership and collaboration. Though the region continues to experience change, the commitment of the communities to work together as a region remains strong, especially as we work to become more resilient, improve quality of life, and enhance economic vitality.

In order to retain our Flint Hills Economic Development District designation and continue to implement our regional economic development plan and other initiatives, your financial support is critical to pay for unfunded costs and commitments. As you know, the FHRC Board voted to approve an increase in dues for 2022 at the November 30th board meeting. The annual dues of \$.60 per capita, based on the 2010 Census population was increased to \$.90 per capita for 2022. This action was in support of the need to retire the loan (previously a line of credit) and enable the Regional Council to become financially sustainable in 2022. The Riley County membership fee is therefore based on the official 2020 Census population of 14,669.

As we near the end of 2021 and prepare for 2022, we are asking all members for the following for our records:

1. Your current Board Appointment is Kathryn Focke. Please confirm your 2022 Board Appointment, with new contact information for your 2022 Board Appointment via e-mail to JWilliams@Flinthillsregion.org by January 15, 2022.
2. Our next regularly scheduled Board meeting will be held via zoom on **January 21, 2022**. We would like to make sure your Board Appointment is aware of this meeting date, as we may have several new appointments. (For zoom link information go to: <https://flinthillsregion.org/2022-meeting-schedule/>).
3. Please submit payment of membership dues in the amount of **\$13,202.10** made payable to Flint Hills Regional Council, Inc. on or before **January 31, 2021** to PO Box 514, Ogden, KS 66517.

Thank you for your continued support and involvement to ensure the best possible future for our region. If you have any questions, please reach out to me or the FHRC staff. **We look forward to working with you in 2022!**

Sincerely,

Richard & Weixelman

Richard Weixelman
FHRC Board President
Cc: Kathryn Focke

Attachments: 2022 Invoice, 2021 Highlights & Accomplishments, 2021 Service Value Per County

FLINTHILLSREGION.ORG

Attachment: Attachment A (11786 : Flint Hills Regional Council Dues Increase)

P.O. Box 514
Ogden, KS 66517-0514

Date	Invoice #
1/3/2022	FHRC-14-234

Bill To

Riley County
Attn: Rich Vargo, County Clerk
110 Courthouse Plaza
Manhattan, KS 66502

Flint Hills Regional Council, Inc.
P.O. Box 514
Ogden, KS 66517-0514

Census Population	Item Code	Description	Amount
14,669	Member Assessment	New Member Assessment: \$.90 per capita	13,202.10

DIRECT ALL INQUIRIES TO:
Flint Hills Regional Council
P.O. Box 514
Ogden, KS 66517-0514
(785) 203-8086
Email: JWilliams@flinthillsregion.org

Total	\$13,202.10
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Attachment: Attachment B (11786 : Flint Hills Regional Council Dues Increase)

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

THIS INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT (this "Agreement") is made and entered into effective as of the last date of signature indicated below, by and between Geary County, Kansas, Pottawatomie County, Kansas, Riley County, Kansas, the City of Clay Center, Kansas, the City of Manhattan, Kansas, the City of Wamego, Kansas, and the City of Junction City, Kansas, and such members as may hereafter become a party to this Agreement (each individually, a "Member" and collectively, the "Members").

RECITALS

A. The Members are cities and counties in the State of Kansas which comprise a regional area and have adjoining and contiguous jurisdiction; and

B. A need exists for regional cooperation in the development and implementation of regional plans and cooperative services, in order to promote the general health, welfare and prosperity of its citizens; and

C. The Members desire: to insure the timely and appropriate implementation of such regional plans and services; to provide an intergovernmental forum for the determination of region-wide goals and priorities; to assist in the improvement of public administration practices and urban and civic affairs throughout the region; and to promote the interests of governmental efficiency and economy for the purpose of benefiting the residents of the governmental jurisdictions of the Flint Hills Regional Area (as defined below); and

D. The Members are entering into this Members' Agreement to set forth certain of their respective rights and obligations with respect to a not-for-profit corporation to be formed by the members, to be known as Flint Hills Regional Council, Inc. (the "Council"), in addition to the Members' rights and obligations to be set forth in the Council's Articles of Incorporation, the form of which is attached hereto as Exhibit A and incorporated herein by this reference (the "Articles"), and in the Council's initial Bylaws, as amended, the form of which is attached hereto as Exhibit B and incorporated herein by this reference (the "Bylaws").

E. WHEREAS, the Kansas interlocal cooperation Act, K.S.A. 12-2901, *et seq.* (the "Act") authorizes the parties hereto to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

ARTICLE I. REGION

The parties hereby designate all territory embraced within the Counties of Geary, Pottawatomie and Riley in Kansas, and such territory within the counties of Kansas as

may later join herein by proper action of the Council's board of directors, as the "Flint Hills Regional Area."

ARTICLE II. AUTHORITY OF MEMBERS

A. Each of the Members agrees and confirms that it is empowered to contract with and cooperate with other counties, municipalities, public agencies or political subdivisions of its own state, or with other states or their counties, municipalities or political subdivisions for the joint exercise and performance of certain powers, duties, and functions by virtue of the Act.

B. Each of the Members agrees and acknowledges that, in accordance with the Bylaws, the Council's board of directors shall have authority to admit additional Members which are counties, cities or political subdivisions within the Flint Hills Regional Planning Area from time to time, in accordance with the terms of this Agreement and the Articles and Bylaws.

ARTICLE III. FORMATION OF CORPORATION

Pursuant to the Act, the Members hereby authorize the formation and incorporation of a Kansas not-for-profit corporation to conduct the joint or cooperative actions contemplated by this Agreement. The name of such corporation shall be the Flint Hills Regional Council, Inc. The Council shall have such powers and authorities as authorized by Kansas law, including but not limited to K.S.A. 17-6001 *et seq.* and the Act, subject to the Articles and the Bylaws.

ARTICLE IV. SELECTION OF DIRECTORS OF CORPORATION

A. Number and Selection of Directors. Each Member agrees and acknowledges that, in accordance with the Bylaws, the Corporation's board of directors shall have the power to change the number of directors.

B. Formula for Director Representation. The Council's board of directors shall be appointed or elected subject to and in accordance with the procedures set forth in the Council's Bylaws. The Members agree and acknowledge, however, that in accordance with the Bylaws, the board of directors shall have authority to amend such representation formula as the board deems necessary to account for changes in Members, changes in the number of directors, or other factors deemed relevant to the board from time to time; provided, however that the board of directors shall not be authorized to reduce the number of a Member's director representatives without the written consent of the affected Member or the approval of three-quarters (75%) of the Members.

C. Procedures for Appointment of Directors. Except as otherwise provided herein or in the Bylaws, the manner and procedures by which Members appoint directors, or determine the directors for which they shall vote, shall be determined by the respective Members;

ARTICLE V. PRORATION OF EXPENSES AND FISCAL DUTIES

A. Budget. Each Member hereby agrees and confirms that the Council's board of directors shall have authority to approve the Council's annual budget and any amendments or supplements thereto, which budget shall be prepared and submitted for approval in accordance with the Articles and the Bylaws.

B. Proration of Expenses and Time Payments. Subject to the limitations of the Kansas budget and appropriation laws, as amended, each Member hereto agrees to provide funds, including but not limited to dues payments, for the operation and programs of the Council to carry out the purposes and intent of this Agreement and the terms of the Council's Articles and Bylaws. Upon approval of the annual budget of the board of directors, each Member agrees to include its share in its annual budget and appropriate the necessary funds therefore in conformity with the cash basis law, K.S.A. 10-1101, *et. seq.* In making such appropriation, each Member shall be governed by the provisions of this Agreement and the Bylaws. Such sums shall be due and payable when invoiced by the Council.

C. Failure to Contribute to Budget. In the event that any Member shall become delinquent in the payment of its contribution, and/or shall announce its intention to withdraw from the Council, the Council's board of directors may then, in its discretion, and following the provisions of the Bylaws, adjust its budget prorations accordingly and may take such action as is deemed necessary to discontinue the provision of such services as deemed desirable to such Member or accept such action by such Member as a withdrawal and release of obligations hereunder.

ARTICLE VI. AMENDMENTS

This Agreement may be amended at any time by the consent of three-quarters (3/4) of the Members that are parties hereto at the time an amendment is proposed. Members shall have 30 days to consider such proposed amendment. Said consent shall be evidenced by appropriate resolution of the respective Members (if such Members are public agencies, as defined in the Act) and a written agreement signed by the authorized representative of each Member. If an amendment is so adopted, it shall be filed with and form a part of this Agreement.

ARTICLE VII. SEPARABILITY

If any one or more provisions of this Agreement is declared unconstitutional or contrary to law, the validity of the remainder hereof shall not be affected thereby.

ARTICLE VIII. TERM OF AGREEMENT

This Agreement shall continue in effect until it is rescinded or terminated by mutual resolution of all parties, and the duration of the Council shall be perpetual; provided, however, that any party hereto may terminate its obligations hereunder and may cause its representatives to withdraw as a director of this Council at any time, except that no such termination or withdrawal shall operate to terminate this Agreement as to the

other parties hereto. However, in the event that all remaining parties to this Agreement agree that the Council shall be completely terminated, the disposition of all assets and liabilities of the Council shall be distributed among such remaining parties based on the pro rata shares of their annual contributions to the budget of the Council, subject to and in accordance with the terms of the Council's Articles and Bylaws, or otherwise in accordance with the Act. In no event, however, will such a distribution occur in the event of a partial termination of this Agreement by less than all of the remaining Members thereof.

ARTICLE IX. FILING OF AGREEMENT

Pursuant to K.S.A. 12-2905, prior to its entry into force, this Agreement shall be filed with the office of the register of deeds of the respective counties where Members that are political subdivisions or public agencies are located and with the office of the Kansas Secretary of State.

ARTICLE X. MISCELLANEOUS

A. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument, but only one of which need be produced.

B. Further Assurances. Each party to this Agreement agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

C. Headings. Paragraph headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.

D. Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors, and permitted assigns.

E. Validity of Agreement. It is intended that each section of this Agreement shall be viewed as separate and divisible, and in the event that any section shall be held to be invalid, the remaining sections shall continue to be in full force and effect.

F. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom the notice is to be given, or within seventy-two (72) hours after mailing, if mailed to the party to whom the notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed to the party at their address as set forth on the signature pages herein, or any other address that any party may designate by written notice to the others.

G. Prior Agreements. This Agreement contains the final and entire understanding and agreement between the parties with respect to the subject matters described herein.

H. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Kansas, without regard to its conflicts of laws rules.

I. Real and Personal Property. The parties to this Agreement do not presently anticipate that real or personal property will be jointly acquired, held or disposed of in furtherance of this cooperative undertaking. However, when and to the extent real or personal property is acquired, held or disposed of by one or more parties to this Agreement, that property shall be acquired, held and disposed of by such parties in accordance with any agreements among such parties and any laws or regulations that would normally govern those actions by such parties, including but not limited to the Act.

J. Attorney General Approval. Pursuant to K.S.A. 12-2904(g), this Agreement is intended to establish an organization for local governments for the study of common problems of an area or region and for the promotion of intergovernmental cooperation and, therefore, submission to and approval of the Attorney General of this Agreement is not required.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the last date of signature indicated below.

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 17th day of November 2009



Calvin Wohles
City Clerk

Sharon J. Brown, Mayor

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED the 10th day of December, 2009 by the City of Riley City Council. Motion by David Shover to join the Regional Planning Organization and authorize Mayor Donnie Wilson to sign the agreement. Second by Garrett Gabriel. Motion passed 5-0.

CITY SEAL



Donald L. Wilson, Jr., Mayor

WITNESS: Doris J. Fritz, City Clerk



Attachment: Attachment C (11786 : Flint Hills Regional Council Dues Increase)

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 14 day of December 2009ATTEST Rebecca Bassemeyer, Geary County ClerkR. R. Rums - chairFlorence C. WhitbreadJim Hicks

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 14th day of December 2009



ATTEST

Alan Hartwick
Courtney Simon
[Signature]

Attachment: Attachment C (11786 : Flint Hills Regional Council Dues Increase)

PASSED AND ADOPTED THIS 15TH DAY OF DECEMBER, 2009, BY THE
GOVERNING BODY OF THE CITY OF MANHATTAN, KANSAS.



ATTESTATION:



GARY S. FEES, MMC
City Clerk

CITY OF MANHATTAN:



BOB STRAWN,
Mayor

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 15th day of December 2009



ATTEST

Long Handed

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 15th day of December 20 09



ATTEST

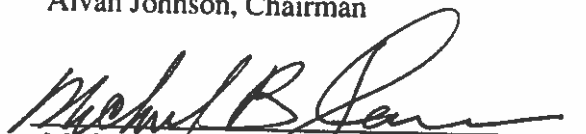
[Signature]

[Signature]

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 17th day of December 2009.

Riley County Board of Commissioners

Alvan Johnson, Chairman

Michael B. Kearns, Vice Chair

Karen McCulloh, Member

SEAL



ATTEST:



Rich Vargo, County Clerk

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 28th day of December 2009



ATTEST

Lynne S. Eagle
Christa B. Thomas
Sharon Young
Mark E. Bruns

Seth L. Hugley
Anthony L. Chip
Wini Sedgley

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 5th day of January 20 10

SEAL

ATTEST

Deborah H. Anderson
Deborah H. Anderson

Mayor
City Clerk

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 12th day of January 2010

SEAL



ATTEST

BOARD OF COUNTY COMMISSIONERS
OF MORRIS COUNTY, KANSAS

Michelle Garrett
Michelle Garrett
Morris County Clerk

F.J. Revere
F.J. Revere, Chairman
Vern Hay
Vern Hay, Member

Diana K. Jost
Diana K. Jost, Member

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 12TH day of JANUARY 2010

SEAL

ATTEST

Carl FriedrichDebra BoothMayorCity Clerk

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 21st day of June 2010

ATTEST

Jennifer C. Savage, Wabunsee County Clerk

Ervan Stuewe

Ervan Stuewe, Commission Chair
Wabunsee County

Rodney Allen, Vice Chair
Wabunsee County

James Suber

James Suber, member
Wabunsee County

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 3rd day of August 2010

SEAL.

ATTEST

Ray L. Hathaus
Paul Jacob

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 9th day of August 2010

SEAL

ATTEST

Bob Pettit mayorJoe NewlandJ. ComGreg HildnerMarguerite Allen

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 21st day of September 2010

SEAL



Shawn K White
City Clerk

ATTEST

[Signature]
[Signature]
[Signature]
[Signature]

Daniel H Deiter

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 30th day of November 2010

ATTEST

Galen W. Johnson (MAYOR)
Anna Lee City Clerk

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 3rd day of January 2010

SEAL

ATTEST

Jae Torman
Patti Essary
Rich Parker
Charles E. Gleason
Baron Werner

Paul H. Lloyd

Attachment: Attachment C (11786 : Flint Hills Regional Council Dues Increase)

*RC signed but never
formed or filed*



Flint Hills Regional Council

PO Box 514

Ogden, Kansas 66517

June 12, 2017

TO: Riley County Commission

FROM: Sondra Clark
Flint Hills Regional Council

SUBJECT: FOR SIGNATURE - FLINT HILLS COORDINATED TRANSIT DISTRICT #4
INTERLOCAL AGREEMENT

The Flint Hills Regional Council (FHRC) appreciates your willingness to participation in the Flint Hills Coordinated Transit District (CTD) #4 Regional Public Transit Coordination Board (RPTCB). Coordination of transportation resources benefits the community and its residents. It also ensures that tax payer dollars are appropriately expended by making the most cost-effective use of available resources.

The Mission of the CTD is *"To facilitate the highest quality public transportation systems, which are safe, secure, and accessible to the central Flint Hills region."*

Before you today for signature is the Flint Hills Coordinated Transit District #4, Regional Public Transit Coordination Board Interlocal Agreement. This Agreement is the last step in formalizing the RPTCB. Once all required signatures are obtained, the document will be filed with the County Register of Deeds. A copy of the document will also be sent to the Kansas Attorney General.

www.flinthillsregion.org

885-785-3472

Enhancing the economic viability and improving the quality of life
through regional collaboration in the Flint Hills.

Attachment: Attachment C (11786 : Flint Hills Regional Council Dues Increase)



Riley Co Clerk

**FLINT HILLS COORDINATED TRANSIT DISTRICT #4
REGIONAL PUBLIC TRANSIT COORDINATION BOARD
INTERLOCAL AGREEMENT**

Parties

This FLINT HILLS COORDINATED TRANSIT DISTRICT INTERLOCAL AGREEMENT (this "Agreement") is entered into by and among: (1) Dickinson County, Kansas, a Kansas county ("Dickinson County"); (2) Pottawatomie County, Kansas, a Kansas county ("Pottawatomie County"); and (3) Riley County, Kansas, a Kansas county ("Riley County"), (sometimes collectively referred to as the "Parties" or individually referred to as the "Party").

Effective Date

WHEREAS, this Agreement shall be deemed effective after it has been signed by all of the parties, approved by the Attorney General of Kansas, and filed with the Register of Deeds of the counties that are parties to this Agreement and also filed with the Secretary of State as required by K.S.A. 12-2905 (the "effective date" shall be the last date on which any of the foregoing occurred).

Authority

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Article 12, § 5 of the Kansas Constitution; K.S.A. 19-101a *et seq.*; K.S.A. § 12-2901 *et seq.*; and any other appropriate action by ordinance, resolution, or otherwise pursuant to the laws or rules and regulations of the respective governing body for each Party.

Purpose

WHEREAS, the purpose of this Agreement is to facilitate the Parties' commitment to engage in cooperative efforts towards the provision of a forum to develop strategies for the provision of coordination of public transit services throughout a seven county region that will make the most effective use of additional funding made available by state legislation as part of the Transportation Works for Kansas (T-Works) passed in 2010 and accessing state funds for such services that will be referred to as the Regional Public Transit Coordination Board ("RPTCB"); and

WHEREAS, the Parties desire to plan, manage, and coordinate public transit and other transportation services that will serve the Flint Hills Coordinated Transit District (CTD) #4 which covers all or parts of the jurisdictions of the Parties; and

Agreement

NOW THEREFORE, in consideration of the promises and mutual covenants herein, the Parties agree as follows:

I. **Organization of the Regional Public Transit Coordination Board ("Regional Public Transit Coordination Board")**. The Regional Public Transit Coordination Board shall consist of the following members (the "Members"):

- i. A member or a designated representative of the Board of County Commissioners from Dickinson, Pottawatomie, and Riley counties appointed to the Regional Public Transit Coordination Board by the respective County Commission, and subject to removal by the respective County Commission;
- ii. To facilitate the coordination of transportation services and the provision of regionalized transit services for the Flint Hills Coordinated Transit District (CTD) #4, the Members appointed to the Regional Public Transit Coordination Board may be the same members appointed to the Flint Hills Coordinated Transit Council (CTC);
- iii. In addition to the appointment of the individual to serve as a member of the Regional Public Transit Coordination Board, each Party may also appoint an elected official or a designated representative to serve as an alternate member and such person shall so serve whenever the primary appointment is unable to be present at meetings; and
- iv. To ensure coordination of services with the primary employer in the region, a non-voting representative from Fort Riley as appointed by the Commanding General shall serve on the Regional Public Transit Coordination Board.
- v. The Regional Public Transit Coordination Board shall be governed by and operate pursuant to the provisions of the Kansas Open Meetings Act, K.S.A. 75-4317 *et seq.*, as amended, and no business shall be transacted by the Regional Public Transit

Coordination Board outside of a “meeting” as defined by that act. For enactment, unless otherwise specified by state or federal law, all actions of the Regional Public Transit Coordination Board must receive an affirmative vote by a majority of the members of the Regional Public Transit Coordination Board personally or electronically present at the meeting of the Regional Public Transit Coordination Board during which such vote is taken.

2. **Purpose and Function of the Flint Hills Regional Public Transit Coordination Board.** The Regional Public Transit Coordination Board shall be a forum to develop strategies for the provision of coordinated public transit services throughout the seven county region that will make the most effective use of additional funding made available by the state legislature as part of the Transportation Works for Kansas (T-Works) passed in 2010. The Regional Public Transit Coordination Board shall be the governing board created to be the policy and decision making body for the CTD), as the case may be, with respect to the financing, planning and operations of RPTCB. In addition, to the extent the Parties desire to enter into a multi-party contractual arrangement with a transit system operator, the Regional Public Transit Coordination Board shall review the system operating plan and agreement on an annual basis, and the Regional Public Transit Coordination Board shall provide recommendations to the Parties as to form and content of such plan and agreement, and any amendments thereto. The Parties may delegate other duties or powers pursuant to a separate agreement among the Parties; provided that no such duties or powers shall contradict this Agreement or the Bylaws of the RPTCB. The RPTCB shall not have powers or authority of taxation.
3. **Administration.** The Flint Hills Regional Council, Incorporated (FHRC) shall be responsible for administering the joint undertaking contemplated in this Agreement as specified in a Memorandum of Understanding between the Regional Public Transit Coordination Board and the FHRC. Costs for administration and personnel incurred by the FHRC can be funded as permitted by any federal, state, or local funding or by the Parties as approved by the Regional Public Transit Coordination Board and agreed to by the Parties.
4. **Funds; Personnel and Service; Administrative Costs; Budget.** The Parties acknowledge and covenant that each has the power to appropriate funds, sell, lease, give, or otherwise supply to the Regional Public Transit Coordination Board, as the Parties deem necessary to sustain and further the purpose of the RPTCB, all personnel or services as may be within each Party's legal power to furnish. Each Party shall bear their own administrative costs related to participation on the Regional Public Transit Coordination Board. The Regional Public Transit Coordination Board shall establish and adopt a budget on an annual basis governing its operation and the expenditure of any and all federal grant monies received by the RPTCB. Further, the RPTCD budget shall reflect any and all monetary contributions received from the Parties.
5. **Real and Personal Property; Other Assets.** The Parties acknowledge that the Regional Public Transit Coordination Board shall be a separate legal entity, with the power to sue or be sued, to enter into contracts, to hold title to real and personal property, and to do all other acts reasonably necessary to carry out the purposes of this Agreement. The Parties shall only be deemed as members of the RPTCB and shall have no legal individual responsibility for the actions, or omissions, of the RPTCB. To the extent the Regional Public Transit Coordination Board acquires

any assets, including without limitation any real or personal property, the Regional Public Transit Coordination Board shall dispose of such asset(s) in a manner that is fair and equitable among the Parties and which is consistent with the requirements of any federal or state funding of such assets.

6. **Duration and Termination.** The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect until the fifth (5th) anniversary of the Effective Date of this Agreement. This Agreement shall automatically renew for successive five (5) year terms. Any Party may provide written notice to the Regional Public Transit Coordination Board of its intent to end their participation in this Agreement. Such notice shall be submitted at least 90 days prior to the automatic renewal date. Further, at any time during the Term of this Agreement, any Party may terminate their participation in this Agreement by providing written notice of termination to the Regional Public Transit Coordination Board at least 90 days prior to the specified termination date. If a Party exercises its right to terminate its participation hereunder, the other Parties may collectively agree to continue this Agreement in full force and effect. The remaining Parties shall agree to amend and restate this Agreement and make any necessary changes to any relevant agreements for the purpose of continuing the RPTCB.

7. **Miscellaneous.**

A. **Contracting.** The Parties acknowledge that the Regional Public Transit Coordination Board, as a separate and distinct legal entity, has the authority to enter into contracts on behalf of the RPTCB. The Regional Public Transit Coordination Board may enter into grant agreements but shall not commit any of the Parties to financial support of the grant or coordinated public transit services without the specific written consent of the Party.

B. **No Partnership.** The Parties acknowledge that this Agreement does not create a partnership or joint venture between and among the Parties.

C. **Immunity as a Defense.** No Party has agreed to waive any defense, right, immunity, or other protection under law, including those under the Kansas Tort Claims Act (K.S.A. § 75-6101 *et seq.*) and any other statutory provision, by entering into this Agreement or otherwise participating on the Regional Public Transit Coordination Board.

D. **Assignment.** The Parties agree that any assignment of transfer of any rights under this Agreement without the express and unanimous written consent of the other Parties shall be null and void.

E. **Entire Agreement.** This Agreement contains the complete and entire agreements of the Parties with respect to the matters covered herein and no change or amendment shall be valid unless it is made in writing and executed by all of the Parties.

F. **Severability.** If any section, paragraph, sentence, clause or phrase of this Agreement should be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not affect the remaining provisions of this Agreement, and the remaining provisions shall remain in full force and effect.

G. **Approval and Authorization.** Each of the Parties warrants and represents by the execution of this Agreement that it has been approved by its legal counsel as to form and legality, that the execution, delivery and performance of this Agreement by such Party has been duly authorized and that this Agreement constitutes a legal, valid and binding obligation on the Parties.

H. **Records.** Each Party shall be given access to any and all records of the RPTCB upon request subject to any restrictions or limitations imposed by federal laws, regulations or state laws or regulations.

I. The provision found in Contractual Provisions Attachment (form DA146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

(This space is intentionally left blank.)

IN WITNESS WHEREOF, the Counties have caused this Agreement to be signed, on this and following pages, their duly authorized officers.

APPROVED THIS _____ DAY OF JUNE, 2017, BY THE BOARD OF COUNTY COMMISSIONERS OF DICKINSON COUNTY, KANSAS

Lynn Peterson, Chairman
Dickinson County Board of County Commissioners

APPROVED AS TO FORM:

ATTEST:

Douglas Thompson
Dickinson County Counselor

Barbara M. Jones
Dickinson County Clerk

(This space is intentionally left blank.)

Attachment: Attachment C (11786 : Flint Hills Regional Council Dues Increase)

APPROVED THIS _____ DAY OF JUNE, 2017, BY THE BOARD OF COUNTY
COMMISSIONERS OF POTTAWATOMIE COUNTY, KANSAS

Dennis Weixelman, Chair
Pottawatomie County Board of County Commissioners

APPROVED AS TO FORM:

ATTEST:

John Watt
Pottawatomie County Counselor

Nancy McCarter
Pottawatomie County Clerk

(This space is intentionally left blank.)

Attachment: Attachment C (11786 : Flint Hills Regional Council Dues Increase)

APPROVED THIS 22nd DAY OF JUNE, 2017, BY THE BOARD OF COUNTY
COMMISSIONERS OF RILEY COUNTY, KANSAS

Ronald E Wells

Ron Wells, Chair
Riley County Board of County Commissioners

APPROVED AS TO FORM:

ATTEST:

Clancy Holman

Clancy Holman
Riley County Counselor

Rich Vargo

Rich Vargo
Riley County Clerk



(This space is intentionally left blank.)

RPO PROJECT

Launching a Regional Planning Organization

December 11, 2009

Commissioner Alvan Johnson
Riley County
115 North 4th St.
Manhattan, KS 66502

Dear Commissioner Johnson:

The Project Steering Committee, which has been working to establish a Regional Planning Organization, is pleased to present this Members Agreement regarding its creation to assist local units of government and citizens to work cooperatively to address common opportunities and deliver joint services.

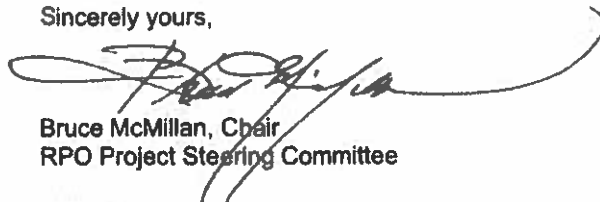
The Project Steering Committee, composed of elected officials and regional leaders, together with a Technical Management Team, composed of professional staff, has been exploring the feasibility of creating a regional planning organization for the past year. We have examined similar organizations in regions across the country and met with their leaders and staff at the annual meeting of the National Association of Regional Councils. We have been assisted by a team of consultants assembled by Bucher, Willis and Ratliff Corporation of Kansas City, Missouri and Kristina Hyland, who is currently serving as a Regional Growth Coordinator.

The Steering Committee strongly endorses establishing the Flint Hills Regional Council (FHRC). The final report will provide key materials needed to implement the FHRC and guide its early activities, including:

- A preliminary strategic plan suggesting a mission and vision for the FHRC and goals and actions for its first three years of operations,
- A recommended structure and bylaws for the FHRC which in part describes the selection of a Board of Directors,
- A budget framework for the first 3 – 5 years of the FHRC,
- An operations manual template for guiding the activities of the FHRC, and
- Legal documents for implementing the FHRC, including a Members' Agreement, which allows designation of a Board Member, and Articles of Incorporation.

We encourage local units of government to become founding members of the FHRC as soon as possible, and regional leaders and citizens to participate in launching the FHRC.

Sincerely yours,



Bruce McMillan, Chair
RPO Project Steering Committee

BEM/klm

ATTACHMENT D

Member's Agreement Exhibit A

**NOT FOR PROFIT ARTICLES OF INCORPORATION
OF
FLINT HILLS REGIONAL COUNCIL, INC.**

The undersigned incorporator hereby forms and establishes a not for profit corporation under the laws of the State of Kansas.

ARTICLE I.

The name of the corporation is Flint Hills Regional Council, Inc. (hereinafter called the "Council").

ARTICLE II.

The address of the Council's registered office in Kansas is _____, _____, Kansas _____ and the name of its resident agent at such address is _____.

ARTICLE III.

Without limiting the generality of the foregoing, this Council is established and organized: to promote a spirit of cooperation among local governments and agencies and citizens of the Flint Hills Regional Area (as defined in Article XVI below); to assist in resolving challenges affecting the region in a manner which is mutually satisfactory to protect the rights and prerogatives of the local governments, agencies, and the public; to advise and assist the local governments of the Flint Hills Regional Area; and to support and encourage the timely and appropriate development of regional plans. This Council shall have such general powers, duties and functions as are provided in the Constitution and Statutes of Kansas and/or as is provided for in any other laws and statutes of Kansas or of the United States that are now or may hereafter be enacted. In the performance of its functions, this Council shall:

- (a) Support and promote concerted action among the local governments and institutions for their mutual benefits and for the region as a whole;
- (b) Identify region-wide problems and concerns affecting the sound growth and development of the region and, where appropriate, develop regional plans for consideration by the local governments of the region;
- (c) Agree upon mutually desirable policies and consensuses and develop cooperative mechanisms among the local governments for improving the administration of public services;
- (d) Serve upon the request of the local governments as a representative of such governments in matters such as they may determine affect the region as a whole, but such representation shall not include delegation to the Council of any member's legislative authority;
- (e) Deliver programs to regional and sub-regional constituencies when the board of directors deems it to be in the interest of the regional community; and

Member's Agreement Exhibit A

(f) Perform such other functions and duties as may be assigned or delegated to it to achieve a unified approach toward the solution of regional issues.

ARTICLE IV.

The Council will not have authority to issue capital stock.

ARTICLE V.

The Council shall have members and the conditions of membership shall be stated in the bylaws of the Council.

ARTICLE VI.

The name and mailing address of the incorporator is: Lewis A. Heaven, Jr., 10851 Mastin Boulevard, Suite 1000, Overland Park, Kansas 66210-1669.

ARTICLE VII.

The powers of the incorporator shall automatically terminate upon the filing of these Articles, and the power and authority of the Council shall be vested in the initial directors set forth below:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Member's Agreement Exhibit A

Thereafter, the number of directors which shall constitute the board of directors shall be as fixed by or in the manner provided in the bylaws of the Council.

ARTICLE VIII.

The duration of the Council is perpetual.

ARTICLE IX.

No director shall be personally liable to the Council or its members for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law (i) for breach of the director's duty of loyalty to the Council or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) under the provisions of K.S.A. 17-6424 and any amendments thereto, or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Council for or with respect to any acts or omissions of such director occurring prior to the date when such amendment or repeal becomes effective. (K.S.A. 17-6002(8)).

ARTICLE X.

The Council reserves the right to amend, alter, change, or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon members hereby are granted subject to this reservation.

I declare under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct. Executed on the ____ day of _____, 2009.

Lewis A. Heaven, Jr., Incorporator

Attachment: Attachment E (11786 : Flint Hills Regional Council Dues Increase)

Member's Agreement Exhibit B

**BYLAWS
OF
FLINT HILLS REGIONAL COUNCIL, INC.**

**ARTICLE I
CORPORATION, OFFICES, RECORDS, SEAL**

Section 1.1. The Council. Flint Hills Regional Council, Inc. (this "Council") is a corporation that is organized under the Kansas Corporation Code. Pursuant to its articles of incorporation, this Council has members as provided in Article III below.

Section 1.2. Principal Office. The principal office and location of this Council shall be at such place in or outside the State of Kansas as may be designated from time to time by the board of directors.

Section 1.3. Registered Office and Registered Agent. This Council shall have and continuously maintain a registered office and registered agent in the State of Kansas. The location of the registered Office and the name of the registered agent in the State of Kansas shall be as are stated in the articles of incorporation or as may be determined from time to time by the board of directors pursuant to the applicable provisions of law.

Section 1.4. Records. This Council shall keep as permanent records minutes of all meetings of its members and board of directors, a record of all actions taken by the members or directors without a meeting, and a record of all actions taken by committees of the board of directors. This Council shall maintain appropriate accounting records. This Council or its agent shall maintain a record of its members in a form that permits preparation of a list of the names and addresses of all members, in alphabetical order by classes, if any, showing the number of votes each member is entitled to vote. This Council shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time. Without limiting the records required to be kept pursuant to this Section 1.4, this Council shall keep a copy of the following records at its principal office:

- (a) its articles or restated articles of incorporation and all amendments to them currently in effect;
- (b) its bylaws or restated bylaws and all amendments to them currently in effect;
- (c) resolutions adopted by its board of directors relating to the characteristics, qualifications, rights, limitations and obligations of members or any class of members;
- (d) the minutes of all meetings of members and records of all actions approved by the members for the past three years;
- (e) all written communications to all members or any class of members generally within the past three years, including the annual financial statements of this Council for the past three years;

Member's Agreement Exhibit B

- (f) a list of the names and business or home addresses of its current directors and officers;
- (g) its most recent annual report delivered to the Kansas Secretary of State as required by the Kansas Corporation Code; and
- (h) appropriate financial statements of all income and expenses.

In accordance with applicable law and as may be authorized by the board of directors (including the collection of appropriate charges), any member or agent or attorney of any member shall have the right to inspect the foregoing records or any other records of this Council.

Section 1.5. Seal. The board of directors shall adopt, and may alter at pleasure, a corporate seal, which shall have inscribed thereon the name of this Council and the words: Corporate Seal — Kansas. The corporate seal may be used by causing it, or a facsimile thereof, to be impressed or affixed or to be in any other manner reproduced.

ARTICLE II TYPE OF CORPORATION PURPOSES

Section 2.1. Type of Corporation. This Council is a nonprofit corporation. Such designation is made solely for the purposes of K.S.A. 17-6002.

Section 2.2. Purposes Stated in Articles. The purposes of this Council shall be those nonprofit purposes stated in the articles of incorporation.

Section 2.3. General Functions. Without limiting the generality of the foregoing, this Council is established and organized: to promote a spirit of cooperation among local governments and agencies and citizens of the Flint Hills Regional Area (as defined in Article XVI below); to assist in resolving challenges affecting the region in a manner which is mutually satisfactory to protect the rights and prerogatives of the local governments, agencies, and the public; to advise and assist the local governments of the Flint Hills Regional Area; and to support and encourage the timely and appropriate development of regional plans. This Council shall have such general powers, duties and functions as are provided in the Constitution and Statutes of Kansas and/or as is provided for in any other laws and statutes of Kansas or of the United States that are now or may hereafter be enacted. In the performance of its functions, this Council shall:

- (a) Support and promote concerted action among the local governments and institutions for their mutual benefits and for the region as a whole;
- (b) Identify region-wide problems and concerns affecting the sound growth and development of the region and, where appropriate, develop regional plans for consideration by the local governments of the region;
- (c) Agree upon mutually desirable policies and consensuses and develop cooperative mechanisms among the local governments for improving the administration of public services;

Member's Agreement Exhibit B

(d) Serve upon the request of the local governments as a representative of such governments in matters such as they may determine affect the region as a whole, but such representation shall not include delegation to the Council of any member's legislative authority;

(e) Deliver programs to regional and sub-regional constituencies when the board of directors deems it to be in the interest of the regional community; and

(f) Perform such other functions and duties as may be assigned or delegated to it to achieve a unified approach toward the solution of regional issues.

Section 2.4. Limitations on Powers. Notwithstanding anything herein to the contrary, the Council shall not have the power or authority to exercise the rights or duties of cities or counties set forth in the Kansas planning and zoning act, K.S.A. 12-741 *et seq.*, or the ordinances or resolutions enacted by the members of the Council pursuant thereto. Further, the Council cannot be delegated any member's legislative authority.

Section 2.5. Particular Powers. In the exercise of its general powers, duties and functions, this Council:

(a) May appoint and retain such staff, employees and agents as may be required to provide services and support to carry out its purposes in accordance with this Article II;

(b) May cooperate and enter into appropriate contracts with any Federal, state or local governmental department, bureau, agency or instrumentality thereof as may be required to carry out its purposes in accordance with this Article II;

(c) May develop or cause to be developed, or support and encourage the development of, plans and/or studies which will guide the unified development of the region and promote economy and efficiency in the coordinated development of the Flint Hills Regional Area and the general welfare and prosperity of its people;

(d) May assist the local governments within the region in carrying out any regional plan or plans developed by this Council; this Council may also assist any planning commission, board or agency of any city or county, or any other unit of local government, in the preparation or effectuation of local plans and planning consistent with the program of this Council, and receive grants or compensation therefore;

(e) May employ or retain such consultants and independent contractors as may be required to carry out its purposes in accordance with this Article II and may enter into appropriate contracts with any of said parties;

(f) May acquire necessary real or personal property and materials for its operations and incur necessary expenses within the limits of its budget as appropriated by the parties hereto and as otherwise provided;

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(g) Shall prepare an annual report to the parties hereto including a report on the activities and work of this Council and a financial report for the period reported upon;

(h) May borrow money for its own purposes at such rates of interest as this Council may determine;

(i) May establish such committees as designated by the board of directors or as designated in the bylaws;

(j) May become incorporated as a not-for-profit corporation and/or licensed to do business in any state as a foreign not-for-profit corporation;

(k) May create subsidiaries as may be required to carry forward the purposes and functions of this Council in accordance with this Article II, but such subsidiaries cannot be delegated any member's legislative authority;

(l) May enter into any contracts, leases or agreements with third parties, acquire any real or personal property and exercise any and all powers necessary and proper as provided by law, for the purpose of providing services and support in accordance with this Council's purposes under this Article II and carrying out any programs and/or operations on a regional and/or sub-regional basis,

(m) Shall have the authority to accept, receive and expend funds, grants and services from the United States Government or any of its departments, bureaus, agencies of instrumentalities, or from any state or local government or any of their departments, bureaus, agencies or instrumentalities and in connection therewith may enter into appropriate contracts with any of the aforesaid; and

(n) Shall have the authority to accept, receive and expend funds, grants and services from private persons or organizations, including business and nonprofit organizations or corporations.

ARTICLE III **MEMBERSHIP**

Section 3.1. General. This Council shall have only one class of membership.

Section 3.2. Qualification and Admission. The members of this Council shall initially consist of those public agencies, political subdivisions, municipalities, or other governmental organizations party to that certain Interlocal Cooperation and Member's Agreement dated _____, 2009 (the "Members' Agreement"), and such other counties, cities or political subdivisions as may be approved from time to time by this Council's board of directors, subject to and in accordance with the criteria set out in Section 3.6 and the process set out in Section 3.8.

Section 3.3. Transfer of Memberships. No member may transfer a membership in this Council or any right derived therefrom.

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Section 3.4. Resignation, Expulsion or Suspension of Members.

(a) Any member may resign as a member. Such resignation shall be in writing addressed to the secretary of this Council and shall be effective immediately or upon the time specified, as such resignation may provide. The resignation of a member does not relieve the member from any obligations the member may have to this Council as a result of obligations incurred or commitments made prior to resignation.

(b) The board of directors of this Council may expel or suspend a member or terminate or suspend a membership in accordance with the following procedures:

(i) this Council shall give at least thirty (30) days' prior written notice to the affected member of the expulsion, suspension or termination and the reasons therefor;

(ii) the board of directors shall provide an opportunity for the affected member to be heard, orally or in writing, by the board of directors not less than five days before the effective date of the expulsion, suspension or termination;

(iii) any written notice given to the member by mail shall be given by certified mail, return receipt requested sent to the last address of the member shown on this Council's records; and

(iv) all steps in Section 3.8 have been followed.

(c) Notwithstanding the foregoing, if a member fails to pay any dues, assessments, or other monetary amounts due to this Council when such amounts become due, such member may be expelled or suspended, and such member's membership may be terminated or suspended, in accordance with the following procedures:

(i) this Council shall give at least thirty (30) days' prior written notice to the affected member of the expulsion, suspension or termination and the reasons therefor;

(ii) any written notice given to the member by mail shall be given by first class or certified mail sent to the last address of the member shown on this Council's records; and

(iii) if payment of the amount due is not received by this Council within the period specified in such notice, this Council may expel or suspend such member, and may terminate or suspend such member's membership, without providing an opportunity for the affected member to be heard.

Section 3.5. Purchase of Memberships. This Council shall not purchase any of its memberships or any right arising therefrom.

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Section 3.6. Addition of Members. The board of directors may consider the addition of new members to the Council based upon such criteria as the board may establish from time to time, including but not limited to the following:

- (a) The proposed new member of the Council is within the boundaries of the Flint Hills Regional Area, as expanded (see Section 3.7 below); and
- (b) The proposed member agrees that it will participate fully in the affairs of the Council and provide financial support in accordance with the terms of the Members' Agreement.

Section 3.7. Addition of Territory to Flint Hills Regional Area. The board of directors may consider expanding the boundaries of the Flint Hills Regional Area based upon the following criteria:

- (a) The proposed territory to be added is contiguous with the current boundary of the Flint Hills Regional Area;
- (b) The proposed territory to be added is identical to county boundaries;
- (c) The proposed territory to be added is considered by the board of directors to be related to the Flint Hills Regional Area;
- (d) The board of directors believes that the addition of the proposed territory will not diminish existing services and programs and will enhance regional coordination and local services in the newly added territory; and
- (e) Potential new members from the proposed territory have agreed to participate fully in the affairs of the Council and to provide financial support in accordance with the terms of the Members' Agreement.

Section 3.8. Process for Adding Territory to the Flint Hills Regional Area, Adding New Members, Expelling or Suspending a Member, or Changing Representation on the Board of Directors. Whenever, the board of directors considers adding territory to the Flint Hills Regional Area, adding a member to the roster of members, expelling or suspending a member, or adjusting representation on the board of directors it will follow the following notification and review process:

- (a) All designated representatives of the Council's current members will be notified at least ninety (90) days prior to any potential action by the board of directors of the board of directors' intent to consider making a change to the planning area, membership, or representation and the rationale for such a change;
- (b) Prior to any action by the board of directors each of the members or potential members that will directly gain or lose representation on the board has agreed to the changes or the changes have been approved by a majority of the members;

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(c) The criteria set out in Sections 3.4(b), 3.6, 3.7, or 5.9, whichever is appropriate to the proposed action, have been fulfilled;

(d) Written comments provided by members to the board of directors in writing will be entered into the record and distributed to all representatives of the board prior to any action being taken by the board of directors.

(e) Any action taken by the board of directors with respect to adding members or territory or adjusting representation on the board of directors must be done with a Supermajority Vote (as defined in Article XVI below) of the directors.

ARTICLE IV **MEETINGS OF MEMBERS**

Section 4.1. Meetings. All meetings of the members shall be held at the principal office of this Council or at such other place or places, within the State of Kansas, as the board of directors shall have determined. All meetings of the members shall be open public meetings, pursuant to K.S.A.75-4317, et seq.

(a) Annual Meetings. The board of directors shall hold an annual meeting of members each year in January, on such date as the board of directors may specify, or at such other date and time as the board of directors may specify, for the purpose of electing directors of the Council.

(b) Regular Meetings. The members may hold regular meetings at such time and place as may be determined from time to time by resolution of the board of directors.

(c) Special Meetings. Special meetings of the members may be held for any purpose or purposes. Special meetings may be called by the president, by the secretary, or by the board of directors, and shall be called by any officer upon the written demand of at least five percent (5.0%) of the members entitled to vote at any such meeting, provided such written demand states the purpose or purposes of the proposed meeting. The close of business on the thirtieth (30th) day before delivery of the demand for a special meeting to any corporate officer is the record date for the purpose of determining whether the foregoing five percent (5.0%) requirement has been met.

To the extent that there is no separate call of a meeting of members, the "call" and the "notice" of any such meeting shall be deemed to be synonymous.

Section 4.2. Notice. Notice of each meeting of the members, whether annual, regular or special, stating the place, day and hour of the meeting, shall be given, by or at the direction of the president, the secretary or the officers or persons calling the meeting, to each member (by delivery to each member's designated representative) entitled to vote thereat. Such notice shall be mailed, sent by facsimile or electronic mail or personally delivered to each member entitled to such notice. Such notice shall be given and effective not less than ten days (or 30 days if mailed by other than first-class or registered mail) nor more than sixty (60) days prior to the meeting. If a meeting is called pursuant to the demand of at least five percent (5.0%) of the members entitled to vote thereat, such notice shall also be given and effective within thirty (30) days after the date

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such demand is delivered to an officer. Such notice shall be deemed given and effective on the date determined in accordance with Article X of these bylaws. Notice of each meeting shall otherwise be given as required by applicable law.

Section 4.3. Quorum and Manner of Acting. Except as otherwise may be provided by law or by the articles of incorporation, the presence in person at any regular or special meeting of a majority of the members of the Council shall constitute a quorum for the transaction of business. Every decision of a majority of the members constituting any such quorum shall be valid as a corporate act, except in those specific instances in which a larger vote is required by law, by the articles of incorporation or by these bylaws. If, however, the quorum specified above should not be present at any meeting, but at least ten percent (10%) of the members entitled to vote are present in person, the members present and entitled to vote shall only have power successively to adjourn the meeting and to act as a quorum for such limited purpose, without notice to any member other than announcement of the time and place at the meeting, to a specified date not longer than seventy (70) days after such record date. At any subsequent session of the meeting at which a quorum is present in person, any business may be transacted that could have been transacted at the initial session of the meeting if a quorum had been present.

Section 4.4. Voting. Each member shall have one vote on each matter voted on by the members. There shall be no cumulative voting. There shall be no voting by proxy.

Section 4.5. Written Consent of Members. Any action taken which is required to be or may be taken at a meeting of the members may be taken without a meeting if one or more written consents, describing the action so taken, are signed by all of the members and included in the minutes filed with the corporate records reflecting the action taken.

ARTICLE V DIRECTORS

Section 5.1. Powers and Limitations of the Board. Subject to the limitations of the articles of incorporation, these bylaws, and applicable law, the property and affairs of the Council shall be managed by the board of directors, and the board of directors shall have all those powers necessary to supervise, control, direct and manage the same, including the following:

- (a) to amend or repeal the articles of incorporation of the Council or the bylaws of the Council, with the exception of those provisions prohibiting delegation of member legislative authority to the Council;
- (b) to select and remove the officers, agents, and employees of the Council (including but not limited to legal counsel and financial advisors), prescribe such powers for them as may not be inconsistent with the articles of incorporation, the bylaws or applicable law, fix their compensation, and require from them security for faithful service;
- (c) to determine the policies of the Council and to make such rules and regulations for the operation of the Council as it deems necessary but that are not inconsistent with the articles of incorporation, the bylaws, or applicable law;

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(d) to borrow money, incur indebtedness, and pledge the assets of the Council for the purposes of the Council (including to secure the debt of other persons or entities), and to cause to be executed and delivered therefore, in the name of the Council, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities therefore;

(e) to appoint an executive committee and other committees, and to delegate to such committees any of the powers and authority of the board and the management of the conduct and affairs of the Council, except the powers to adopt, amend or repeal the bylaws; and

(f) by Supermajority Vote, to adopt, enact, or otherwise recommend the adoption of plans for the growth and development of the Flint Hills Regional Area;

provided, however, that the board of directors shall not cause the Council to carry on any activities, that are not in furtherance of the purposes of the Council or the public interest; and further provided that, the board of directors shall not cause nor permit the Council to advocate or participate in the passage or defeat of any legislation unrelated to the purposes of the Council, nor the election or defeat of any candidate for public office.

Section 5.2. Number and Qualifications. The directors of this Council initially shall be _____ () in number. The number of directors shall thereafter be determined by resolution of the board of directors prior to each annual meeting of the members; provided that, no reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of the director's term of office. Directors, other than those serving as ex-officio directors, must be elected or appointed members of the governing body of the public agency, political subdivision, municipality, or other governmental organization that is itself a member of the Council. In the event any director (or the entity which such director represents) ceases to qualify as a member of the Council during his or her term as a director, or in the event any director ceases to be affiliated with the member he or she represents (whether as a result of the election process, employment, or otherwise), such director shall be automatically removed from the board of directors and the vacancy so created shall be filled pursuant to the bylaws. Subject to the provisions of these bylaws, the board of directors, acting by Supermajority Vote, shall have the power to change the number of directors; provided, however, that in no event shall the number of directors be fewer than _____. All directors must be natural persons.

Section 5.3. Appointment and Term of Office. Members of this Council shall appoint or elect representatives to serve as directors of this Council in accordance with the following procedures; provided, however, that if the board of directors exercises its powers, in accordance with the terms of these bylaws, to add members and/or change the number of directors, the board also shall have authority, by Supermajority Vote, to amend the procedures below to account for such changes in members and/or directors; provided, however that the board of directors cannot reduce the number of a member's director representatives without the written consent of the affected member:

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(a) Appointed Directors: From time to time, and for so long as they are members of the Council, Geary County, Kansas, Pottawatomie County, Kansas, Riley County, Kansas, the City of Clay Center, Kansas, the City of Manhattan, Kansas, the City of Wamego, Kansas, and the City of Junction City, Kansas, shall each have the power to appoint one (1) member of the board of directors.

(b) Elected Directors: At the annual meeting, those members of the Council that are public agencies, political subdivisions, or municipalities residing or located in any one member county (but excluding those listed in Section 5.3(a) above) shall have the power to collectively elect, from among themselves, one (1) member of the board of directors.

(c) At-Large Directors: At the annual meeting, the members may elect additional at-large members of the board of directors by a majority vote, subject to the limitation on the size of the board, and provided the number of such at-large directors is less than the sum of the appointed and elected directors described in Sections 5.3(a) and (b) above.

The directors shall be appointed or elected to serve one (1) year terms. There shall be no limit to the number of terms any director may serve.

Section 5.4. Procedures for Appointment and Election. Unless otherwise provided herein, the manner and procedures by which members appoint directors, or determine the directors for which they shall vote, shall be determined by the respective members;

Section 5.5. Non-Voting Advisory Directors. In addition to the director positions outlined above, the board of directors, acting by majority vote, may appoint non-voting advisory directors representing major area-wide citizen interest. Such non-voting members shall serve at the pleasure of the board of directors. Notwithstanding the foregoing, and unless specifically elected by the members of the Council as a full director of the Council, the Garrison Commander at Fort Riley, Kansas, or his or her designated representative, shall serve as an ex-officio director of the board.

Section 5.6. Commencement of Term of Office. The term of office of a person appointed or elected a director shall not commence until the time the person accepts the office of director either by a written acceptance or by participating in the affairs of this Council at a meeting of the board of directors or otherwise.

Section 5.7. Resignation. Any director may resign from the board of directors by delivering a written notice thereof to the board of directors, its presiding officer, or to the president or secretary of this Council. Such resignation shall be effective when such notice is delivered, unless a later date is specified in the notice.

Section 5.8. Removal. Only the member which appointed a director has the power, with or without cause, to remove such director and appoint a replacement director. Any other director may be removed at any regular or special meeting of the directors by a Supermajority Vote of all the directors or, at the member's annual meeting, by a three-fourths (3/4) vote of all of the members (if such director is not otherwise up for election).

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Section 5.9. Changing Number of Directors. The board of directors may adjust representation on the board based upon the following criteria:

- (a) The board determines that, due to shifts in population or the addition of new members, an adjustment in representation would be advantageous to the Council and its members;
- (b) The changes would preserve both geographic distribution of representation and population distribution of representation; and
- (c) The process for review set out in Section 3.8 is followed.

Section 5.10. Vacancies. Vacancies on the board of directors of appointed directors resulting from any cause shall be filled as soon as practicable by the member who appointed (or is authorized to appoint) the director. Vacancies on the board of directors of elected directors resulting from any cause shall be filled by majority vote of the remaining directors present at any regular or special meeting of the board of directors (provided that quorum requirements have otherwise been met). A director appointed or elected to fill a vacancy shall meet any qualifications set forth in these bylaws, and shall serve for the unexpired term of such director's predecessor and until the term of office of such director's successor has commenced.

Section 5.11. Compensation. No director shall receive compensation from this Council for any service such person may render to it as a director. However, a director may be reimbursed for such director's mileage expenses reasonably incurred in attending meetings of the Council.

ARTICLE VI MEETINGS OF THE BOARD OF DIRECTORS

Section 6.1. Annual Meetings of the Board. The newly elected members of the board and those members of the board who continue in office (if any) shall meet annually (a) immediately following the adjournment of the annual meeting of members, if any, at the same location as such meeting, or at such other time and place, within the State of Kansas, as shall be established by the board of directors, and notice of such board meeting shall be necessary to directors in order legally to constitute the meeting, and a quorum shall be present, (b) if not so established or if a quorum shall not be present, the members of such board may meet at such time and place as shall be consented to in writing by a majority of the directors, provided that notice of such meeting shall be given to each of the other directors in the same manner as provided in Section 6.4 of these bylaws with respect to the giving of notice of special meetings of the board except that it shall not be necessary to state the purpose of the meeting in such notice, or (c) regardless of whether or not the time and place of such meeting shall be so established, the members of such board may meet at such time and place as shall be consented to in writing by all of the directors.

Section 6.2. Regular Meetings. In addition to the annual meeting, the board of directors may hold regular meetings at such time and place as may be determined from time to time by resolution of the board; provided, that the board of directors shall not meet less than

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quarterly. Unless otherwise required by law, notice of a regular meeting need not be given. Any business may be transacted at a regular meeting.

Section 6.3. Special Meetings. Special meetings of the board of directors may be called by the president or by at least 20 percent (20%) of the directors to be held at any time and for any purpose or purposes. Special meetings shall be held at the principal office of this Council or at such place or places, within or without the State of Kansas, as the board of directors shall have determined.

Section 6.4. Notice of Meetings.

(a) Written notice of each special meeting of the board, stating the place, day and hour of the meeting and the purpose or purposes thereof, shall be provided to each director by the officer or directors calling the special meeting and shall be given and effective at least three days before the day on which the meeting is to be held.

(b) Whenever notice is required to be given to a director, such notice shall be mailed, sent by facsimile or electronic mail, or personally delivered to such director. Such notice shall be deemed given and effective on the date determined in accordance with Article X of these bylaws.

(c) If the board of directors proposes to amend the bylaws or to change the number of directors in accordance with the provisions of these bylaws, the board shall give written notice of such proposed action, and shall consider the action at two separate meetings (where the proposed action is discussed at the first meeting and the vote of directors is taken at the second meeting).

"Notice" and "call" with respect to such meetings shall be deemed to be synonymous.

Section 6.5. Quorum. Except as otherwise may be provided by law or by the articles of incorporation, the presence in person at any regular or special meeting of a majority of the members of the board of directors shall constitute a quorum for the transaction of business. The act of a majority of the directors present at a meeting at which a quorum is present shall be valid as the act of the board of directors except in those specific instances in which a larger vote may be required by law, by the articles of incorporation or by these bylaws.

Section 6.6. Adjournment. If the quorum specified above should not be present at any such meeting, but at least one-third (1/3) of the directors in office are present, the directors present shall only have power successively to adjourn the meeting, and to act as a quorum for such limited purpose, without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present any business may be transacted that could have been transacted at the original session of the meeting.

Section 6.7. Voting. Each director present at any meeting shall be entitled to cast one (1) vote on each matter coming before such meeting for decision. There shall be no voting by proxy.

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Section 6.8. Meetings by Conference Telephone or Similar Communications Equipment. Members of the board of directors of this Council may participate in a meeting of the board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting in such manner shall constitute presence in person at the meeting.

Section 6.9. Action Without a Meeting. Any action which is required to be or may be taken at a meeting of the directors may be taken without a meeting if one or more written consents describing the action so taken are signed by all members of the board. The consents shall have the same force and effect as a vote at a meeting duly held and may be described as such in any document. The secretary shall file such consents with the minutes of the meetings of the board of directors.

ARTICLE VII OFFICERS

Section 7.1. General. The officers of this Council shall be a president, a vice president, a secretary, a treasurer, and such other officers as the board of directors may elect. The president, secretary, treasurer, and such other officers as the board of directors may elect shall be elected from among the members of the board of directors and shall at all times while holding such office be a member of the board of directors. The same person may simultaneously hold more than one office in this Council. The officers shall be elected by the board of directors, to serve at the pleasure of the board until the next annual meeting of the board of directors or until their earlier death, incapacity, disqualification, resignation or removal. At each subsequent annual meeting of the board of directors, the newly elected board shall elect officers to serve at the pleasure of the board until the next annual meeting of the board or until their earlier death, incapacity, disqualification, resignation or removal. Each officer of this Council who is not reelected at the annual meeting of the board next succeeding such officer's election and at which any officer of this Council is elected shall be deemed to have been removed by the board, unless the board provides otherwise at the time of such officer's election. The election of an officer does not itself create contract rights.

Section 7.2. Resignation. An officer may resign by delivering a written notice thereof to this Council. Such resignation shall be effective when such notice is delivered, unless a future effective date is specified in the notice.

Section 7.3. Removal. Any officer or any employee or agent of this Council may be removed or discharged for any lawful purpose by the board of directors at any time with or without cause, but such removal or discharge shall not affect the contract rights, if any, of the person so removed or discharged.

Section 7.4. Compensation. No officer who is also a member of the board of directors shall receive any salary or compensation for serving as a director. Salaries and compensation of all officers and of all other agents and employees of this Council, if any, may be fixed, increased or decreased by the board of directors, but until action is taken with respect thereto by the board of directors, the same may be fixed, increased or decreased by the president or such other officer or officers as may be empowered by the board of directors to do so; provided, however, that no

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person may fix, increase or decrease such person's own salary or compensation. Each officer may be reimbursed for actual expenses if they are reasonable and incurred in connection with the business and activities of this Council.

Section 7.5. Vacancies. Vacancies caused by the death, incapacity, disqualification, resignation or removal of an officer of this Council shall be filled by the board of directors at any annual or other regular meeting or at any special meeting called for that purpose, and such person or persons so elected to fill any such vacancy shall serve at the pleasure of the board until the next annual meeting of the board or until such person's earlier death, incapacity, disqualification, resignation or removal.

Section 7.6. Delegation of Authority. The board of directors may from time to time delegate any of the functions, powers, duties and responsibilities of any officer to any other officer or to any agent or employee of this Council or other responsible person. In the event of such delegation, the officer from whom any such function, power, duty or responsibility has been transferred shall thereafter be relieved of all responsibility for the proper performance or exercise thereof.

Section 7.7. The President. The president shall preside at all meetings of the members and the board of directors at which the president may be present and shall have such other duties, powers and authority as may be prescribed elsewhere in these bylaws. The president shall execute all instruments for and on behalf of this Council. The board of directors may delegate such other authority and assign such additional duties to the president, as it may from time to time determine.

Section 7.8. The Vice-President. The vice-president shall, in the absence or disability of the president, perform the duties and exercise the powers of the president. The board of directors may delegate such other authority and assign such additional duties to the vice-president as it may from time to time determine.

Section 7.9. The Secretary. The secretary shall attend the meetings of the members and the board of directors and shall prepare or cause to be prepared minutes of all proceedings at such meetings and shall preserve them in the minute book of this Council to be kept for that purpose. The secretary shall perform similar duties for any committee when requested by any such committee. In addition, the secretary shall have the following duties:

- (a) act as custodian of all the books, papers and records of this Council and authenticate records of this Council;
- (b) furnish the board, upon request, a full, true and correct copy of any book, paper or record in the secretary's possession;
- (c) act as custodian of the seal of this Council and when authorized to do so shall affix it to any instrument requiring the seal, and when so affixed, shall attest the seal;

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(d) give or cause to be given notice of the meetings of the members and the board of directors, but this shall not lessen the authority of others to give such notice as provided in these bylaws;

(e) exercise and discharge the general duties, powers and responsibilities of a secretary of a corporation; and

(f) exercise and discharge such other or further duties or authority as may be prescribed elsewhere in these bylaws or from time to time by the board of directors.

Section 7.10. The Treasurer. The treasurer shall have supervision and custody of all moneys, funds and credits of this Council and shall cause to be kept full and accurate accounts of the receipts and disbursements of this Council in books belonging to it. The treasurer shall keep or cause to be kept all other books of account and accounting records of this Council as shall be necessary, and shall cause all moneys and credits to be deposited in the name and to the credit of this Council in such accounts and depositories as may be designated by the board of directors. The treasurer shall disburse or permit the disbursement of funds of this Council in accordance with the authority granted by the board of directors. The treasurer shall be relieved of all responsibility for any moneys or other valuable property or the disbursement thereof committed by the board of directors to the custody of any other person or corporation, or the supervision of which is delegated by the board to any other officer, agent or employee. The treasurer shall render to the president or the board of directors, whenever requested by either of them, a report on all financial transactions of this Council and the financial condition of this Council. The treasurer shall be bonded at this Council's expense if the board of directors so requires. The treasurer shall have and perform such other duties, responsibilities and authorities as may be prescribed from time to time by the board of directors.

ARTICLE VIII **COMMITTEES**

Section 8.1. Committees. The board of directors, by resolution adopted by majority vote, may designate one or more committees, each of which shall consist of two (2) or more directors and shall have and exercise the authority of the board in the management of this Council to the extent provided in the designating resolutions. Other committees not having the authority of the board of directors in the management of this Council may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each such committee shall have such duties and authority as are from time to time delegated to it by the board of directors.

Section 8.2. Executive Committee.

(a) There shall be an executive committee composed of five (5) persons, the president, the vice-president, the treasurer, the secretary, and one (1) at-large member to be elected by the board of directors from its numbers at such time as it elects officers of the Council for each year.

(b) Any at-large member of the executive committee may be removed at any regular or special meeting of the directors by a Supermajority Vote whenever, in their

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judgment, the best interests of the Council would be served thereby. Vacancies in the at-large executive committee roles resulting from any cause shall be filled by majority vote of the directors present at any regular or special meeting of the board of directors (provided that quorum requirements have otherwise been met). The executive committee-person so elected shall serve during the unexpired term.

(c) The executive committee shall have the power and authority to act for and on behalf of the board of directors in regard to any matter concerning the operation of the Council between regular meetings of the board. The executive committee shall also have and exercise such other powers, duties, and responsibilities as may be delegated by the board of directors from time to time. The executive committee shall submit regular reports or minutes to the board describing the recent activities of the executive committee and calling attention to any matters which may require notice to be given or action to be taken.

Section 8.3. Budget and Personnel Committee. The budget and personnel committee shall have such duties and functions as provided in these bylaws or delegating resolution or resolutions of the board of directors. Its duties shall include all matters dealing with budget and personnel and the recommendation of amendments to these bylaws. The budget and personnel committee shall be composed of not less than three (3) members of the board of directors who shall be appointed annually by the president, provided that the Treasurer shall serve as chairman of the committee.

Section 8.4. Nominating Committee. There shall be a nominating committee whose functions shall be: (a) to identify and qualify potential officers of the Council; (b) to prepare a written slate of candidates for election to such offices; and (c) to report its recommended nominees to the board of directors no less than thirty (30) days prior to the date of the annual meeting of the board. The nominating committee shall be composed of not less than three (3) members of the board of directors who shall be appointed annually by the president.

Section 8.5. Other Committees. The board of directors or the executive Committee may create such other standing or special committees as they deem desirable and delegate to them such powers, duties, and responsibilities, and such budget, consistent with law or the bylaws, as may be stated in the resolution creating the committee. The president may and shall appoint any person or persons to serve as committee-persons; provided that, any committee of the board authorized to exercise the powers and authority of the board of directors shall consist of one (1) or more directors of the Council, and any other non-directors appointed shall serve only in an advisory capacity. Directors and other persons so appointed shall serve at the pleasure of the president; provided that, the term of any committee appointment shall not exceed the term of the appointing president, unless otherwise approved by the board of directors from time to time. Committees shall keep correct and complete minutes of meetings of the committee, and submit regular reports of their proceedings to the board. Committees shall be discharged by the board of directors or the executive committee when their work has been completed and reports have been accepted.

Section 8.6. Term of Office of Committee Members. Each committee member shall hold office at the pleasure of the board of directors or for such other period as the board may

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specify at the time of his election or appointment, or until his death, resignation, removal or disqualification, whichever first occurs.

Section 8.7. Committee Meetings. Committees of the board of directors and members of such committees are governed by Article VI of these bylaws with respect to meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements; provided, however that no committee shall be required to hold an annual meeting and provided, further that a majority of the number of persons serving on a committee immediately before a meeting begins shall constitute a quorum for the transaction of business at such meeting of such committee.

Section 8.8. Records. All committees so appointed shall, unless otherwise provided by the board of directors in the case of committees not having the authority of the board of directors, keep regular minutes of the transactions of their meetings and shall cause such minutes to be recorded in books kept for that purpose in the office of this Council and shall report the same to the board of directors at or prior to its next meeting. The secretary or an assistant secretary of this Council may act as secretary of any such committee if the committee so requests.

Section 8.9. Limitations on Committees. A committee of the board may not:

- (a) authorize distributions to members, directors, officers, agents or employees except in exchange for value received;
- (b) approve or recommend to members dissolution, merger or the sale, pledge or transfer of all or substantially all of this Council's assets;
- (c) unless otherwise stated in these bylaws or the articles of incorporation, elect, appoint or remove directors or fill vacancies on the board or on any of its committees; or
- (d) adopt, amend or repeal the articles of incorporation or these bylaws.
- (e) incur indebtedness on behalf of the Council or lobby for legislation.

ARTICLE IX **PERSONNEL**

Section 9.1. Executive Director. The board of directors may appoint a person to exercise all of the powers and perform all of the duties set forth in this Article IX and shall designate such person so appointed as the Executive Director. The Executive Director shall be the chief administrative officer of this Council and shall be in charge of and responsible for all professional work and for the administration of the functions and offices of this Council, subject, however, to the policies established by this Council and to the general supervision of the board of directors. The Executive Director shall make appointments of staff personnel, prepare a recommended budget, prepare reports and publications, and direct the work of the staff. The Executive Director may testify before appropriate public bodies, or committees thereof, on such policies and recommendations as may be adopted and approved by this Council, and may consult and confer with appropriate public officials on behalf of this Council in connection with the

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program of this Council. The Executive Director shall not be permitted to engage in nonpartisan or partisan political activities, except on behalf of this Council or as directed and authorized by the board of directors. The Executive Director shall direct the day-to-day affairs of this Council including supervising all employees of this Council, reporting to the board of directors any violation of the rules and regulations (if any), collecting any charges or fees, and keeping records in the form prescribed from time to time by the board of directors and reporting thereon whenever so requested by the board of directors. The Executive Director shall be directly responsible to the board and shall report directly to the board.

Section 9.2. Annual Budget. The Executive Director shall cause to be prepared and shall submit to the board for its approval an annual budget and all supplements thereto for each fiscal year. The Executive Director shall submit to the board of directors at its annual meeting a report summarizing the operations and affairs of this Council and its activities during the preceding year and setting forth the plans, programs or projects for future development, with such suggestions and recommendations as such officer shall deem appropriate. The Executive Director shall also make such reports to the board of directors as may be appropriate, or which may be required by these bylaws, or by the board.

Section 9.3. Required Staff. The Executive Director, together with the budget and personnel committee, shall from time to time recommend to the members the size of the staff required and the composition thereof. Such personnel as are authorized shall be appointed by the Executive Director. Promotions shall be determined by the budget and personnel committee which shall receive and consider, but shall not be bound by the recommendations of the Executive Director. The Executive Director shall have the power to employ, remove and suspend all agents and employees not elected or appointed by the board of directors, to determine the duties and responsibilities of such persons, to create such titles for such persons as such officer may deem desirable to enable them to execute their duties and responsibilities, and to fix and change the compensation of such persons.

Section 9.4. Meeting Participation. The Executive Director (if not a director) may be invited to participate in any meeting of the board of directors and any committee thereof, whether or not a member thereof; provided, however, that the Executive Director shall not be entitled to vote at, and shall not be counted for purposes of determining whether a quorum is present at, any meeting of (i) the board of directors, if the Executive Director is not a director, or (ii) a committee, if the Executive Director is not a member of such committee.

Section 9.5. Bonding. The Executive Director shall be bonded at this Council's expense if the board of directors so requires.

Section 9.6. Other Activities. The Executive Director shall have such other or further duties and authority as may be prescribed elsewhere in these bylaws or the rules and regulations (if any) adopted from time to time by the board of directors.

Section 9.7. Absence of Executive Director. In the event of the death or during the absence, incapacity, or inability or refusal to act of the Executive Director, the board of directors or president shall designate some other person to exercise, and in the absence of such designation

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the president may exercise all of the powers and perform all of the duties of the Executive Director.

ARTICLE X **BUDGET ASSESSMENTS**

Section 10.1. Method of Assessment. The board of directors may establish, by a Supermajority Vote, such membership fees or budget assessments as it deems necessary to fulfill the purposes of the Council; provided, that such fees or assessments shall be made and allocated proportionally based on the population of the various member jurisdictions as determined by the most recent Federal census; and further provided, that assessments for members that are cities shall be based on their respective municipal populations, and assessments for members that are counties shall be based on their respective populations in unincorporated areas. In computing all percentages, figures shall be rounded off to the nearest tenth of a percent. The provisions of this Section 10.2 and of Article IX maybe amended from time to time by Supermajority vote of the board of directors, in accordance with the terms of these bylaws and the Members' Agreement.

Section 10.2. Disbursement of Funds. All of said funds shall be held by the Council and disbursed by it, and the Council shall be accountable to the parties hereto and shall report its receipts and disbursements not less frequently than annually. An authorized representative of any of the Members shall have the right to inspect the books and financial records of the Council during regular business hours.

ARTICLE XI **GENERAL PROVISIONS**

Section 11.1. Depositories and Checks. The moneys of this Council shall be deposited in such manner as the directors shall direct in such banks or trust companies as the directors may designate and shall be drawn out by checks signed in such manner as may be provided by resolution adopted by the board of directors. This Council shall deposit any funds received as appropriations, gifts, donations or grants in such public banking institutions as may be directed by the board of directors to be available for expenditures duly authorized by the board of directors. The board of directors of this Council shall, by appropriate resolution, determine the signatures and number thereof required for payment by any of said depositories of checks, drafts or other order to pay of this Council.

Section 11.2. Bonds. Any officer or employee handling money of this Council shall be bonded at this Council's expense if the board of directors so requires.

Section 11.3. Custodian of Securities. The board of directors may from time to time appoint one or more banks or trust companies to act for reasonable compensation as custodian of all securities and other valuables owned by this Council, and to exercise in respect thereof such powers as may be conferred by resolution of the board of directors. The board of directors may remove any such custodian at any time.

Section 11.4. Annual Audit. The board of directors shall direct that an annual audit of the books of account and financial records of this Council be performed by an independent

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accounting firm if required by federal internal revenue law or if the board of directors otherwise deems such audit necessary or advisable.

Section 11.5. Absence of Personal Liability. The members of this Council are not, as such, personally liable for the acts, debts, liabilities or obligations of this Council.

Section 11.6. Liability and Indemnification of Directors and Officers.

(a) Limitation of Liability. No person shall be liable to this Council for any loss, damage, liability or expense suffered by it on account of any action taken or omitted to be taken by such person as a director, officer, employee, or agent of this Council or of any Other Enterprise (as hereinafter defined) in which such person serves as a director, officer, employee, or agent at the request of this Council, if such person (i) exercised the same degree of care and skill as a prudent person would have exercised under the circumstances in the conduct of such person's own affairs, or (ii) took or omitted to take such action in reliance upon information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by:

(i) one or more officers or employees of this Council or of such Other Enterprise whom the director, officer, employee or agent reasonably believes to be reliable and competent in the matters presented;

(ii) legal counsel, certified public accountants or other persons as to matters the director, officer, employee, or agent reasonably believes are within the persons' professional or expert competence; or

(iii) a committee of the board of which the director, officer, employee, or agent is not a member, as to matters within its jurisdiction, if the director, officer, employee, or agent reasonably believes the committee merits confidence;

provided that the director, officer, employee, or agent did not, at the time of such reliance, have knowledge concerning the matter in question that made such reliance unwarranted.

(b) Indemnification, Generally. In addition to and without limiting the rights to indemnification and advancement of expenses specifically provided for in the other paragraphs of this Section 11.6, this Council shall indemnify and advance expenses to each person who is or was serving in an Indemnifiable Capacity (as hereinafter defined) to the full extent permitted by the laws of the State of Kansas as in effect on the date of the effectiveness of this Section 9.6 and as may hereafter be amended.

(c) Right to Indemnification. This Council shall indemnify each person who has been or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate (regardless of whether such action, suit or proceeding is by or in the right of this Council or by third parties) by reason of the fact that such person is or was serving in an Indemnifiable Capacity against all liabilities and expenses, including, without limitation, judgments, amounts paid in settlement, attorneys' fees, ERISA excise taxes or penalties, fines and other expenses, actually and reasonably incurred by such person in

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connection with such action, suit or proceeding (including without limitation the investigation, defense, settlement or appeal of such action, suit or proceeding); provided, however, that this Council shall not be required to indemnify or advance expenses to any person if such person failed to act in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Council, and with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful; provided, further, that this Council shall not be required to indemnify or advance expenses to any person in connection with an action, suit or proceeding initiated by such person unless the initiation of such action, suit or proceeding was authorized in advance by the board of directors of this Council. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or under a plea of nolo contendere or its equivalent, shall not, of itself create a presumption that such person (i) did not act in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Council, and (ii) with respect to any criminal action or proceeding, had reasonable cause to believe such person's conduct was unlawful. Any indemnification under paragraph (b) or advancement of expenses in connection with an action by or in the right of this Council shall be reported to the members to the extent and in the manner required by applicable law.

(d) Enforcement of Indemnification. In the event this Council refuses to indemnify any person who may be entitled to be indemnified or to have expenses advanced hereunder, such person shall have the right to maintain an action in any court of competent jurisdiction against this Council to determine whether or not such person is entitled to such indemnification or advancement of expenses hereunder. If such court action is successful and the person is determined to be entitled to such indemnification or advancement of expenses, such person shall be reimbursed by this Council for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with any such action (including without limitation the investigation, defense, settlement or appeal of such action).

(e) Advancement of Expenses. Expenses (including attorneys' fees) actually and reasonably incurred by a person who may be entitled to indemnification hereunder in defending an action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate, shall be paid by this Council in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to indemnification by this Council. In no event shall any advance be made in instances where the board, members of this Council or independent legal counsel reasonably determines that such person would not be entitled to indemnification hereunder.

(f) Non-Exclusivity. The indemnification and the advancement of expenses provided by this Section 11.6 shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, under the articles of incorporation or these bylaws or any agreement, vote of members of this Council or disinterested directors, policy of insurance or otherwise, both as to action in their official capacity and as to action in another capacity while holding their

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respective offices, and shall not limit in any way any right which this Council may have to make additional indemnifications with respect to the same or different persons or classes of persons. The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 11.6 shall continue as to a person who has ceased to serve in an Indemnifiable Capacity and shall inure to the benefit of the heirs, executors, administrators and estate of such a person.

(g) Insurance. This Council may purchase and maintain insurance on behalf of any person who is or was a director, officer, agent or employee of this Council, or is or was serving at the request of this Council as a director, officer, agent or employee of any Other Enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not this Council would have the power to indemnify such person against such liability under the provisions of this Section 11.6.

(h) Vesting of Rights. The rights granted or created hereby shall be vested in each person entitled to indemnification hereunder as a bargained-for, contractual condition of such person's serving or having served in an Indemnifiable Capacity and while this Section 11.6 may be amended or repealed, no such amendment or repeal shall release, terminate or adversely affect the rights of such person under this Section 11.6 with respect to any act taken or the failure to take any act by such person prior to such amendment or repeal or with respect to any action, suit or proceeding with respect to such act or failure to act filed before or after such amendment or repeal.

(i) Definitions. For purposes of this Section 11.6:

(i) References to "this Council" shall, if and only if the board of directors shall determine, include, in addition to the resulting or surviving corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors or officers or persons serving at the request of such constituent corporation as a director, officer, employee, or agent of any Other Enterprise, so that any person who is or was a director or officer of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee, or agent of any Other Enterprise, shall stand in the same position under the provisions of this Section 11.6 with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued;

(ii) References to serving in an "Indemnifiable Capacity" shall mean service by a person as a director or officer of this Council or service by a person at this Council's request as a director, officer, employee, or agent of any Other Enterprise (as hereinafter defined);

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(iii) References to "Other Enterprises" or "Other Enterprise" shall include without limitation any other corporation, partnership, limited liability company, joint venture, trust or employee benefit plan;

(iv) References to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan;

(v) References to "defense" shall include investigations of any threatened, pending or completed action, suit or proceeding as well as appeals thereof and shall also include any defensive assertion of a cross-claim or counterclaim; and

(vi) References to "serving at the request of this Council" shall include any service as a director, officer, employee, or agent of a corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries.

(vii) Unless the board of directors of this Council shall determine otherwise, any director or officer of this Council who shall serve as a director, officer, employee, or agent of any Other Enterprise of which this Council, directly or indirectly, is a member, shareholder or creditor, or in which this Council is in any way interested, shall be presumed to be serving as such director, officer, employee, or agent at the request of this Council; and

(viii) In all other instances where any person shall serve as a director, officer, employee, or agent of any Other Enterprise, if it is not otherwise established that such person is or was serving as such director, officer, employee, or agent at the request of this Council, the board of directors of this Council shall determine whether such person is or was serving at the request of this Council, and it shall not be necessary to show any actual or prior request for such service, which determination shall be final and binding on this Council and the person seeking indemnification or advancement of expenses.

(j) Severability. If any provision of this Section 11.6 or the application of any such provision to any person or circumstance is held invalid, illegal or unenforceable for any reason whatsoever, the remaining provisions of this Section 11.6 and the application of such provision to other persons or circumstances shall not be affected thereby and to the fullest extent possible the court finding such provision invalid, illegal or unenforceable shall modify and construe the provision so as to render it valid and enforceable as against all persons or entities and to give the maximum possible protection to persons subject to indemnification hereby within the bounds of validity, legality and enforceability. Without limiting the generality of the foregoing, if any person who is or was serving in an Indemnifiable Capacity is entitled under any provision of this Section 9.6 to indemnification by this Council for some or a portion of the judgments, amounts paid in settlement, attorneys' fees, ERISA excise taxes or penalties, fines or other expenses actually and reasonably incurred by any such person in connection with any threatened, pending or completed action, suit or proceeding (including without limitation,

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the investigation, defense, settlement or appeal of such action, suit or proceeding), whether civil, criminal, administrative, investigative or appellate, but not, however, for all of the total amount thereof, this Council shall nevertheless indemnify such person for the portion thereof to which such person is entitled.

ARTICLE XII **NOTICE**

All notices, requests, demands, and other communications under these bylaws shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom the notice is to be given, or within seventy-two (72) hours after mailing, if mailed to the party to whom the notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed to the party at their address as set forth on the signature pages herein, or any other address that any party may designate by written notice to the others. Written notice is correctly addressed to a member if addressed to the member's address shown in this Council's current list of members. Written notice is correctly addressed to a director if addressed to the director's address shown on this Council's current records.

ARTICLE XIII **PROCEDURAL QUESTIONS/PARLIAMENTARIAN**

All procedural questions of the Council not specifically addressed by these bylaws shall be resolved in accordance with Robert's Rules of Order (as revised), except to the extent the rules contained therein are inconsistent with these bylaws or other special rules of this Council. At meetings of the members or of the board of directors, the president may, as needed, appoint a parliamentarian to whom the president can refer to for information and advice concerning matters of a procedural nature which arise during the course of meetings.

ARTICLE XIV **NON-DISCRIMINATION**

The Council shall, to the extent possible and in accordance with applicable law, pursue the goals of non-discrimination and equal opportunity in accordance with established policies of the Council, which shall be reviewed on a periodic basis.

ARTICLE XV **FISCAL YEAR**

The fiscal year of this Council shall be from January 1 to December 31, until such time, if any, as the fiscal year shall be changed by the board of directors.

ARTICLE XVI **DEFINITIONS**

Section 16.1. **Flint Hills Regional Area.** All territory embraced within the counties of Geary, Riley and Pottawatomie in Kansas, and such territory within the counties of Kansas as may later join herein by proper action and resolution of its governing body, subject to and in

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accordance with Section 3.7 hereof, and the process set out in Section 3.8, is hereby designated as the Flint Hills Regional Area.

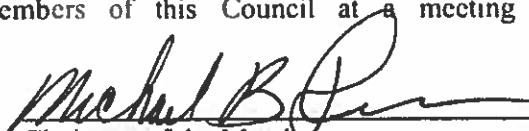
Section 16.2. Supermajority Vote. The term Supermajority Vote shall mean the vote, in favor any matter before the board of directors, of not less seventy-five percent (75%) of the members of the full board of directors.

ARTICLE XVII AMENDMENTS

Except as otherwise specifically provided by applicable law or in these bylaws, the bylaws of this Council may be amended or new bylaws adopted upon the approval of either three-fourths (3/4) of the members voting at any regular or special meeting of the members or by a Supermajority Vote of the directors. For any bylaw amendment that does not relate to the number of directors, the composition of the board, the term of office of the directors or the method or way in which directors are elected or selected, or except to the extent otherwise provided in these bylaws, such bylaw amendment may be approved by a majority of the board of directors.

CERTIFICATE

The foregoing bylaws constitute the duly approved bylaws of the Flint Hills Regional Council, Inc. as approved by the members of this Council at a meeting held on December 17, 2009.


Chairman of the Meeting


Secretary of the Meeting



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Contract

Clancy Holeman
Counselor/Director of
Administrative Services
115 North 4th Street
Manhattan, KS 66502
Phone: 785-565-6844

COMMISSION AGENDA REPORT

FROM: Clancy Holeman, Riley County Counselor

MEETING: December 30, 2021

SUBJECT: Status of Indigent Defense Panel Contracts--2022

PRESENTER: Clancy Holeman

BACKGROUND

Attached is an example of the 2022 contract which was offered to the lawyers currently serving on the same contract in 2021.

DISCUSSION

We were unable to reach agreement on the level of compensation to be given those serving on the panel if only 5, rather than 6 positions were filled beginning January 1, 2022.

FISCAL IMPACT

The monthly compensation which was offered each of the lawyers for 2022 is set out on the attached, at \$4,745.83 (\$ 56,949.96 annually)

RECOMMENDATION(S)

I recommend the Board authorize me to begin advertising for panel members to serve during 2022 on the identical compensation terms in the attached.

POSSIBLE MOTION(S)

A. "I move the Board approve the recommendation of counsel."

B. "I move the Board approve the recommendation of counsel, with the following additional terms... ."

C. "I move the Board not approve the recommendation of counsel."

Enclosures:

- Contract (PDF)

AGREEMENT

This is an Agreement between Riley County, acting through the Board of Commissioners of Riley County, Kansas, (hereinafter "Riley County") and, _____ an attorney (hereinafter "Attorney") licensed to practice law in the State of Kansas and currently practicing in Riley County which is entered into on the _____ day of December 2021.

RECITALS

Riley County desires to contract with Attorney to provide legal services in Riley County for certain cases in which attorneys must be appointed to represent individuals in actions filed in the District Court of Riley County, Kansas. Attorney desires to provide such service pursuant to the terms and conditions set forth in this agreement. The Riley County District Court Administrator (hereinafter "Court Administrator") is hereby designated the daily Administrator of this Agreement. In consideration of the promises and conditions set forth the parties agree as follows:

1. **SCOPE OF AGREEMENT.** All terms of Request for Proposal No. 2006-1 are incorporated herein by reference, as though fully set out herein. Attorney shall not provide representation under this Agreement for Off Grid or Level I juvenile felony offenses. Attorney shall provide legal services in Riley County in cases filed in Riley County in the following categories:
 - A. Representation of individuals charged with misdemeanors and traffic offenses in which the District Court is required to appoint an Attorney.
 - B. Representation of individuals involved in District Court actions filed pursuant to the Code for the Care of Children in which the District Court is required to appoint an Attorney or Guardian ad Litem.
 - C. Representation of individuals involved in District Court actions filed pursuant to the Kansas Juvenile Offenders Code in which the District Court is required to appoint an Attorney.
 - D. Representation of individuals involved in District Court actions filed pursuant to the Code of Care and Treatment of Mentally Ill persons in which the District Court is required to appoint an Attorney.
 - E. Representation of individuals involved in District Court actions filed pursuant to the Code for Alcoholism and Intoxication Treatment in which the District Court is required to appoint an Attorney.
 - F. Representation of individuals in child support enforcement contempt cases wherein incarceration is possible and the Court is required to appoint counsel.

G. Attorney shall be competent to act as counsel in all of the above-described categories.

2. **DETERMINATION OF ELIGIBILITY.** Determination of whether clients shall be eligible for the services provided under the terms of this agreement will be made by the District Judges of the 21st Judicial District of Kansas.
3. **TERM.** In order to promote budgeting certainty for Riley County, this Agreement is for a term of 1 year, at the compensation levels set out herein, unless the Agreement is otherwise terminated by either party as provided herein. This Agreement shall commence on January 1, 2022, and shall terminate on December 31, 2022, unless the Agreement is otherwise terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.
 - 3.1 **Termination for Cause.** If Attorney shall fail to fulfill in a timely and proper manner their obligations under the Agreement, or if Attorney shall violate any of the terms, covenants, conditions, or stipulations of the Agreement, Riley County shall thereupon have the right to terminate the Agreement by promptly giving written notice to Attorney of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Agreement and any appendices, exhibits or amendments thereto, if any. Notwithstanding the above, Attorney shall not be relieved of liability to Riley County by virtue of any breach of the Agreement by Attorney.
 - 3.2 **Termination for Convenience.** Riley County may terminate the Agreement in whole or in part, upon thirty (30) days written notice to Attorney, stating the effective date of the termination for convenience.
 - 3.3 **Payment Calculation Upon Termination.** In the event of termination under the Agreement by either party, any amount owed Attorney will be calculated based solely upon payment for fair value of acceptable services provided by Attorney pursuant to all Agreement terms, to the point of termination, which fair value is not the subject of a good faith dispute. The fair value of such acceptable services shall be determined in the sole discretion of Riley County.
4. **COMPENSATION OF ATTORNEY.**
 - A. **Attorneys.** For the services to be performed under the terms of this Agreement, Riley County will pay to Attorney the total sum of \$4,745.83 per month. If services are performed for a period of less than one month, the payment shall be prorated. Attorney will also be reimbursed internet searches in "child in need of care" cases to locate parties; for long distance telephone; out-of-county mileage and out-of-county meals (limited to the maximum mileage and meal expenses described in the Riley County Personnel Policies and Guidelines), copying expenses, and postage, along with discovery expenses related to copying discs supplied by the Riley County Attorney's Office, to the extent all such expenses are related to and are documented by Attorney to be directly related to services provided hereunder. (See paragraphs 18, 19, herein.) All monthly requests for payment, including expenses, shall be submitted by vouchers by the 4th of each month in a format to be approved by and acceptable to the Court Administrator of the 21st

Judicial District who shall, in turn, submit the vouchers to the Clerk of Riley County. The voucher must be submitted in accordance with a time schedule prepared by the Riley County Clerk if they are to be paid in the next Riley County pay period.

- B. **Continuing Legal Education Reimbursement.** In addition to the compensation set forth above, Attorney will be reimbursed for up to \$150.00 actual expenses for registration, mileage and meals for obtaining the continuing legal education hours required by Kansas Administrative Order No. 100, which Order requires six (6) hours of CLE specifically for "Child in Need of Care" representation and/or service as a Guardian ad Litem. Such mileage and meal reimbursement shall be limited to such CLE when it can only be obtained outside Riley County. Attorney shall make reasonable efforts to obtain such CLE within Riley County and thereby avoid the need for meal and mileage reimbursement.
- C. **Expert Witnesses and Forensic Experts.** Expert witnesses and forensic experts may be employed with the approval of the District Court. The approval shall include the individual to be employed, the purpose for which employed and the maximum to be compensated for the service.
- D. **Appeals.** The aggregate sum of \$10,000.00 will be made available for additional expenses incurred by Attorney as a result of appeals to the Kansas appellate court system. Within the limits of that sum, Attorney will be paid at the rate of \$100.00 per hour for all work and appearances in conjunction with an appeal. The maximum aggregate amount that will be paid by the County per case for legal services shall be \$3,500.00. That maximum aggregate amount per case may only be exceeded if additional costs are approved by the district court prior to submission to the county. Necessary expenses such as mileage and copying shall also be paid in excess of the hourly rate. Vouchers for payment of appellate work and expenses in connection therewith shall be submitted to and approved by the District Court Administrator for the 21st Judicial District and submitted in turn to the Clerk of Riley County.

Child Support Calculation Software. Attorney will be reimbursed up to \$210 annually or ½ of the total cost (whichever amount is greater), but not exceeding a total cost of \$500, for purchase of software necessary for calculation of child support amounts in Child in Need of Care cases assigned pursuant to this Agreement. Adequate supporting documentation must be submitted prior to reimbursement. Upon termination of Attorney's services under this Agreement, the software purchased will be provided to any remaining Attorney or the Court Administrator for distribution to the replacement panel member. When the software is provided to the remaining Attorney or the Court Administrator, exiting Attorney will be paid for any unreimbursed portion of the software cost previously paid by the exiting Attorney in that calendar year, up to a maximum of \$210.00 or ½ of the total cost Attorney paid (whichever amount is greater) but not exceeding a total cost of \$500.

- 5. **NATURE OF RELATIONSHIP.** Nothing in this Agreement shall be construed to suggest that Attorney, by entering into the Agreement, has entered into a partnership, joint venture or other relationship with any other Attorney who has contracted with Riley County to perform like services. It is agreed that the legal relationship between Attorney and Riley County is of a contractual nature. Both parties assert and believe that Attorney is acting as an independent contractor in providing the

services and performing the duties required by Riley County hereunder. Attorney is at all times acting as an independent contractor and not as an officer, agent, or employee of Riley County. As an independent contractor, Attorney, and employees of Attorney, will not be within the protection or coverage of Riley County's worker's compensation insurance, or any other insurance, including but not limited to any liability insurance coverage provided Riley County, nor shall Attorney, and employees of Attorney, be entitled to any current or future benefits provided to employees of Riley County. Further, Riley County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by Riley County to Attorney. Attorney shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Attorney's sole expense, except as explicitly described otherwise herein.

6. **TIME RECORDS.** Attorney shall maintain their written records of time spent in court and for out of court activities in preparation for and in conducting trial work for any assigned cases. Records submitted by the Attorney must itemize separately their administrative time on panel business. These records shall be submitted in a format approved by and acceptable to the Court Administrator and shall be submitted to the Court Administrator once every month at the same time that Attorney's vouchers for payment are submitted.
7. **STANDARDS.** Attorney must be licensed to practice law in the State of Kansas and must be currently practicing in Riley County. Attorney shall provide services to all clients in a professional, skilled manner consistent with the minimum standards set forth by the Bar of the State of Kansas, the Model Rules of Professional Conduct, and case law and applicable court rules defining the duties of counsel and the rights of clients in assigned cases. Attorney shall consult with clients prior to trial or disposition of any matter and shall be sufficiently available to clients to provide for effective representation. Services provided shall include assumption of responsibility for any cases pending on the effective date of the agreement and which are assigned to Attorney by order of the court. At the conclusion of the agreement, unless the agreement is renewed, Attorney will withdraw from any and all pending cases by written motion and order unless retained by the party represented or the court orders that representation by the individual Attorney continue. In the event the Court orders

representation continue after an attorney has withdrawn, the attorney shall be paid at the rate of \$80 per hour for all services related to the case and expenses. Unless this Agreement has been terminated, Attorney, once appointed, shall remain attorney of record until their withdrawal has been approved pursuant to an order issued by the District Court Division where such case is assigned.

8. **RETENTION OF FILES.** Attorney shall provide for retention of client files in a manner that affords protection of the clients' confidentiality interest for a period of not less than five years after the conclusion of the case.

9. **REPLACEMENT OF ATTORNEY/TERMINATION/RESIGNATION.** In the event Attorney is unable or unwilling to complete Attorney's obligations under this agreement, Attorney may be replaced immediately by Riley County by an Attorney acceptable to Riley County. No competitive proposal for any such replacement Attorney is necessary. Any Attorney so replaced, or any Attorney who resigns from their responsibilities hereunder is not entitled to the payments described hereunder following the date of termination, unless such payments relate to work performed in conformity to all terms of the Agreement prior to termination, or prior to the effective date of Attorney's resignation. Resigning Attorney shall submit to the Court Administrator a written resignation with an effective date no less than thirty (30) calendar days from such notice. Termination shall be effective on the date identified by Riley County in any notice of termination, whether such notice is verbal or written. Attorneys remaining on the panel at the time such replacement is being considered may submit their individual or group recommendations for a replacement to Riley County in writing to the Riley County Counselor. Riley County may consult with the Court Administrator or the remaining attorneys regarding selection of a replacement attorney. It is solely the option of Riley County to select replacement attorneys, and the recommendations described are not binding on Riley County.

10. **ASSIGNMENT OF ATTORNEY.** Cases shall be assigned to Attorney on a rotational basis by the Clerk of the District Court, or by court order. The Clerk of the District Court, to equalize the caseloads, or in the event of conflict, may deviate from the rotational basis for assignment, in the

Clerk's sole discretion. Additionally, Attorney may, at any time, on an emergency basis, be assigned cases under this Agreement in a manner which deviates from the rotational basis for assignment.

The assigned Attorney shall have the total responsibility for the case and shall appear on behalf of the client in all court matters, with the following limited exception: In the event of a scheduling conflict for Attorney, if minor court matters are involved, such as status checks or trial settings, Attorney may, with prior approval of the assigned District Court Judge, not appear personally.

Otherwise, if Attorney will not personally appear, Attorney is solely responsible to make arrangements for the appearance of a qualified substitute Attorney within the panel of attorneys assigned to provide like services hereunder. **IT IS NOT THE PRIMARY RESPONSIBILITY OF THE COURT ADMINISTRATOR OR DISTRICT COURT CLERK TO PROVIDE THAT SUBSTITUTE ATTORNEY.** If Attorney is unable to provide a substitute attorney within the panel assigned to provide like services hereunder, Attorney is solely responsible to make arrangements for the appearance of a qualified substitute attorney not on that panel. Attorney shall notify the District Court Administrator and the assigned District Court Judge of that substitution, within a reasonable period of time.

- (i) Payment for non-panel substitute attorneys providing coverage for a Panel Attorney under this provision shall be solely the responsibility of the County.
- (ii.) A panel member assigned a criminal case shall not schedule a court appearance outside the Twenty-First Judicial District on a Monday without the advance approval of the Riley County District Court Judge hearing that Attorney's panel cases.
 - a. Upon approval of the District Court Judge hearing the attorney's assigned docket to schedule a hearing outside of the Twenty-First District, the Clerk of the District Court will be notified by the Attorney.
 - b. After such notification, the Clerk of the District Court will not place any cases assigned to the Attorney from first appearances on that approved date. If after such approval and notification, a case is set in the Twenty-First Judicial District on a date which the Attorney had obtained approval to schedule an appearance outside of the Twenty-First Judicial District, the assigned panel Attorney shall be responsible for moving the matter, notification and any necessary paperwork. When a Monday docket is moved to a later date due to a Monday holiday, panel members are responsible to appear for their docketed cases on that later date. The Court will excuse from attendance on that later date any panel member with an emergency due to illness or unavoidable travel delay. Panel members should check the court holiday schedule early in 2022 and plan to be available on the Tuesdays following Monday court holidays.

11. **DUTY TO COOPERATE.** At all times hereunder, Attorney shall reasonably cooperate with the Court, the Clerk of the District Court, and the District Court Administrator on matters of scheduling court appearances, returning phone calls and responding to correspondence, all of which relates to Attorney's availability under the terms of this Agreement. Attorney's failure or refusal to so reasonably cooperate shall be considered sufficient ground for immediate termination of this Agreement, in the sole discretion of Riley County.
12. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All Agreement promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names Riley County as a party, Attorney agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve Riley County's objectives of this provision.
13. **CASH BASIS AND BUDGET LAWS.** The right of Riley County to enter into the Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Agreement shall be construed and interpreted so as to ensure that Riley County shall at all times stay in conformity with such laws, and as a condition of the Agreement Riley County reserves the right to unilaterally terminate the Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws. Riley County retains the sole option to review this Agreement at the end of each 1-year term.
14. **ACCEPTANCE OF AGREEMENT.** This Agreement shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this is signed

by the Board of County Commissioners of Riley County, Kansas.

15. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Riley County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, Riley County does not agree to pay attorney fees or late payment charges.
16. **ASSIGNMENT.** Neither the Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by Attorney without the prior written consent of Riley County.
17. **SUBCONTRACTING.** None of the work or services covered by the Agreement shall be subcontracted by Attorney.
18. **RECORDS, REPORTS AND INSPECTION.**
 - 18.1 Documentation of Costs. All costs incurred by Attorney for which Attorney purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement shall be clearly identified and readily accessible to both parties to the Agreement.
 - 18.2 Maintenance of Records. Except as otherwise authorized by Riley County, Attorney shall retain such documentation for a period of three (3) years after Attorney's receipt of the final payment under the Agreement, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.
19. **METHOD OF BILLING AND PAYMENT.**
 - 19.1 Billing Procedures. Attorney agrees that billings and payments under the Agreement shall be processed in accordance with established budgeting, purchasing and accounting procedures of Riley County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by the Agreement.
 - a) Support Documentation. Billing shall be supported with documentation required by Riley County including, but not necessarily limited to, that documentation described in paragraph 18, above.
 - b) Reimbursement Restrictions. Payments shall be made to Attorney only for items and services provided to support the Agreement purpose when such items and services are specifically authorized by the Agreement. Riley County reserves the right to disallow reimbursement for any item or service billed by Attorney if Riley County believes that such item or service was not provided to support the Agreement purpose or was not authorized by the Agreement.
 - c) Pre-disbursement Requirements. Attorney must provide to Riley County the

documentation required pursuant to the Agreement prior to any disbursements being made by Riley County to Attorney.

d) Mailing Address. Payments shall be mailed to Attorney's address as set forth herein.

20. **LICENSES, PERMITS, INSURANCE.** Attorney shall maintain all licenses, permits, and certifications required by federal, state or local authority for carrying out the Agreement. Attorney shall notify Riley County immediately if any required license, permit, or certification is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Agreement by Riley County, in Riley County's sole discretion.
21. **PUBLIC DOCUMENTS.** It is agreed that the Agreement, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.
22. **SURVIVABILITY.** The following numbered paragraphs and all subparts thereof shall survive termination of this Agreement: 3.3, 8, 12, 15, 18, 19, 21, and 22.

BOARD OF COMMISSIONERS OF
RILEY COUNTY, KANSAS

ATTORNEY

By: _____

Signature

_____, Chair

Print Name: _____

(Seal)

ATTEST:

Rich Vargo, Riley County Clerk

APPROVED AS TO FORM:

Clancy Holeman
Riley County Counselor