

AGREEMENT

THIS AGREEMENT is made this 21 day of November, 2011 by and between Kansas County Association Multiline Pool ("KCAMP"), a group self-insured property/casualty plan formed under Kansas law, K.S.A. 12-2616 et seq., the Kansas Municipal Group-Funded Pool Act, and Thomas County, Kansas ("Member").

WHEREAS, KCAMP has announced a Rate Stabilization Program ("Program"), a description of which is attached hereto as **Exhibit A**, and has determined that Member is eligible to participate in the Program; and

WHEREAS, Member is desirous of participating in the Program and acknowledges that a condition of participation is that Member agree to remain a member of KCAMP's Risk Management and Insurance Program for a continuous period of three years, commencing on January 1, 2012 and ending on December 31, 2014;

NOW, THEREFORE, in consideration of the promises hereafter made, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, each to the other, it is agreed as follows:

1. **Admittance to Program.** KCAMP hereby agrees, upon receipt of a duly executed and authorized signed copy of this Agreement on or before December 16, 2011, to admit Member to the Rate Stabilization Program and provide the benefits described therein, and in the separate letter to Member providing for the specific one-time Contribution Credit to which Member will be entitled, as set forth in **Exhibit B**, commencing on January 1, 2012 and extending up to and including December 31, 2014.
2. **Three Year Commitment.** Member acknowledges that in order to be a participant in the Program, Member has to contractually commit to remaining a member of the KCAMP Risk Management and Insurance Program for a continuous period of three years, commencing on January 1, 2012 and ending on December 31, 2014, and by this Agreement, hereby agrees to remain a member for said period of time.
3. **Miscellaneous.**
 - (a) **Modification.** This Agreement may be modified or waived only by a separate writing signed by the parties hereto expressly modifying or waiving this Agreement.
 - (b) **Governing Law.** This Agreement will be governed by the laws of the State of Kansas without regard to conflicts-of-laws principles.

(c) Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for any purpose whatsoever.

Agreed to on the date and year first above written.

MEMBER

Ken Christiansen

Print Name of MEMBER

Ken Christiansen, Thomas County Chair

By: Authorized Signature Authority

KANSAS COUNTY ASSOCIATION MULTILINE POOL

Thomas Job

By: Thomas Job, Administrator