

**COOPERATION AGREEMENT
RELATING TO THE ESTABLISHMENT OF THE
EDUCATIONAL FACILITIES AUTHORITY OF BUTLER COUNTY**

THIS COOPERATION AGREEMENT dated as of March 1, 2010, is made and entered into by and between **Butler Community College**, a community college organized and existing under the laws of the State of Kansas (the "College") and **Unified School District No. 490**, a unified school district organized and existing under the laws of the State of Kansas (the "District") and, the **City of El Dorado**, a municipality organized under the laws of the State of Kansas (the "City").

RECITALS:

WHEREAS, the College, the District and the City each are political subdivisions of the State of Kansas, constitute "municipalities" as defined in K.S.A. 10-101, as amended and are "public agencies" as defined in K.S.A. 12-2903 and are authorized to enter into agreements for cooperative action pursuant to the Kansas Interlocal Cooperation Act, K.S.A. 12-2901, et seq., as amended; and

WHEREAS, the College, the District and the City presently cooperate in the use of other athletic and educational facilities and anticipate the development of other and additional facilities in the future for their joint and cooperative use; and

WHEREAS, the City has ninety-nine (99) year lease rights to real property located in the City of El Dorado, Butler County, Kansas and the College and the District have a strong need for facilities to be used by the District for football and track and field events, and the College for football, soccer and track and field events; and

WHEREAS, current Stadiums for football, track and baseball utilized by the College and the District in cooperation with each pay certain costs of operation and maintenance of current Stadiums in consideration of their use thereof; and

WHEREAS, current Stadiums do not meet current and future needs, do not satisfy current building and life-safety codes and are not completely readily accessible to the handicapped as required by law; and

WHEREAS, the Board of Trustees of the College and the District's Board of Education and the City Commission, by resolutions duly passed and approved, have declared it to be in their respective best interests to cooperatively provide for the establishment of the Educational Facilities Authority of Butler County to facilitate the construction of improvements for a football stadium / track and field complex and the future acquisition, development, improvement, renovation and repair and operation of such other educational and athletic facilities as the parties shall determine to be necessary or desirable for use by the College, the District, the City and the general public in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which consideration is hereby acknowledged by each of the parties, Butler Community College, Unified School District No. 490 and the City of El Dorado, with the due authorization and approval of their respective governing bodies, hereby agree as follows:

Section 1. Term of Agreement. This Agreement shall be perpetual and continuing but subject to termination as provided herein. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party in the event of any enactment by the Kansas legislature which has the effect of terminating this Agreement or agreements of similar character or renders the performance by either party of its respective duties and responsibilities hereunder impossible or which, in the judgment of such party's governing body, create or impose unreasonable burdens or obligations on such party.

Section 2. Establishment of the Educational Facilities Authority of Butler County. There shall be created and established pursuant to this Agreement a separate body corporate and politic to be known as the Educational Facilities Authority of Butler County (the "Authority") which shall be a not-for-profit corporation organized and existing under the laws of the State of Kansas jointly owned and operated by the College, the District, and the City. The Authority's governing body shall consist of seven directors, two of whom shall be duly elected Trustees of, and be selected by, the College's Board of Trustees and two of whom shall be duly elected members of, and be selected by, the District's Board of Education, and two of whom shall be duly elected members of, and be selected by the City Commission. The seventh director shall be a member of the general public designated and appointed jointly by the directors appointed by the College, the District and the City, respectively.

Directors designated by the College, the District and the City shall serve as directors of the Authority for an initial term commencing as of March 15, 2010 and ending July 15, 2010 and, thereafter, terms of one year commencing July 15 in each year and expiring on July 14 of the succeeding year, provided that such directors shall at all times be duly elected members of the governing bodies of the College, the District and the City, respectively. In the event any such director shall resign, be recalled or for any other reason shall cease to be a duly elected member of the governing body of the College, the District or the City, as the case may be, a successor director shall be designated by the College, the District or the City, as the case may be, to serve for the balance of such director's then current term. The seventh director appointed from the general public shall serve for a term of three years but shall be subject to removal, with or without cause, upon the affirmative vote of four of the directors appointed by the College, the District and the City, respectively.

The directors of the Authority shall establish and adopt by-laws and such rules and regulations governing operation of the Authority and, from time to time, amendments thereto, governing bodies of the College, the District and the City, respectively.

The Authority shall have all the powers and authority authorized pursuant to K.S.A. 12-2904a, as amended, subject to such limitations and restrictions as shall be imposed by the parties

hereto. The College, the District and the City each hereby delegate to the Authority such power and authority as is granted to the parties hereto pursuant to the Constitution and laws of the State of Kansas which are necessary and desirable to enable the Authority to carry out and give effect to its public purposes in accordance with this Cooperation Agreement including, but not limited to, (1) the power to sue and be sued in its own name, (2) to acquire, own, lease, manage and dispose of real and personal property, to employ such persons as shall be necessary or desirable to conduct its affairs, excepting only those rights, duties and powers which may be exercised only by the parties' respective governing bodies, all for the purpose of financing the acquisition, improvement, renovation repair and operations of facilities owned by the Authority.

Section 3. Purpose of Agreement. The purpose of this Agreement is to provide for the creation and operation of the Educational Facilities Authority of Butler County to facilitate the renovation of Blackmore Stadium and the future acquisition, lease, development, improvement, renovation, repair and operation of such other educational and athletic facilities as the Authority shall determine for the joint benefit of the College, the District, the City and members of the general public.

Section 4. Termination of Agreement. This Agreement may be terminated by either party upon written notice to the other parties on or before May 15 in any year during the term of this Agreement of such party's intent to terminate this Agreement as of the following June 30 and as otherwise provided in Section 1 of this Agreement. In the event the College, the District or the City fails to perform or observe any of the covenants, agreements or conditions required on its part to be performed or observed, and such failure continues for a period of sixty days after written notice thereof, this Agreement may be terminated at the option of either party upon thirty (30) days written notice. Termination of this Agreement by either party shall not constitute nor result in the termination or dissolution of the Authority, except in accordance with the Authority's articles and by-laws.

Section 5. Financing of the Parties' Undertakings. Each party shall be solely responsible for financing and paying the costs in connection with the performance of their respective duties and responsibilities under this Agreement. On or before July 1 in each year the parties shall consult with one another to develop and agree upon an operating budget for each succeeding year during the term of this Agreement.

Section 6. Disposition of Property on Dissolution of the Authority. Any property transferred or conveyed to the Authority by the College, the District or the City shall be deemed to be so transferred or conveyed subject to the transferor's right to re-conveyance in the event the Authority is dissolved in accordance with its articles and bylaws provided such property is then owned by Authority. Any such property shall be re-conveyed to the transferor upon the transferor's payment of a purchase price equal to the consideration, if any, received by the transferor in connection with such transfer to the Authority. All other property owned by the Authority at the time of its dissolution and after the payment or settlement of the Authority's debts and all outstanding accounts, shall be transferred in kind, or sold at public or private sale as the parties shall determine and the proceeds thereof paid to the College, the District and the City in equal shares or as the parties otherwise may agree.

Section 7. Amendments. This Agreement may be amended, changed or modified only by an agreement in writing executed by the parties hereto.

Section 8. Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas. Wherever in this Agreement it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 9. Consents and Approvals; Notices. Whenever in this Agreement, it is provided that either party must consent or give its approval for any action, or to refrain from any actions, such party shall not unreasonably withhold such consent or approval.

Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be hand delivered, sent by United States mail, postage prepaid, or by telefacsimile or electronic means to the parties at the following addresses or to such other address as a party may hereafter specify in writing:

If to the College:

Butler Community College
Attention: President
901 South Haverhill Road
El Dorado, Kansas 67042
Fax: (316) 322-3318

If to the District:

Unified School District No. 490
Attention: Superintendent
124 West Central Avenue
El Dorado, Kansas 67042
Fax: (316) 322-4801

If to the City:

City of El Dorado
Attention: City Manager
220 East 1st
El Dorado, Kansas 67042
Fax: (316) 321-6282

Section 10. Invalidity of Provisions of Agreement. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 11. Covenants Binding on Successors and Assigns. The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 12. Section Headings. The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions hereof.

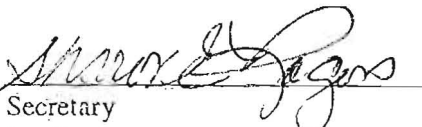
Section 13. Execution of Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 14. Approval by Attorney General. Upon the execution and delivery of this Agreement by the parties, this Agreement shall be submitted to the Attorney General of the State of Kansas for review and approval in accordance with K.S.A. 12-2904(f). Each of the parties hereby covenants and agrees to execute any amendment to this Agreement required by the Attorney General as a condition to approval hereof unless any such change shall materially alter the substance of the agreement between the parties or impose additional duties or obligation on the parties or any of them.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

BUTLER COMMUNITY COLLEGE

Attest:


Secretary
(seal)

By: 
Chairman, Board of Trustees

UNIFIED SCHOOL DISTRICT NO. 490


Attest:

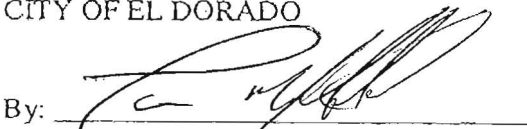

Clerk

By: 
President

CITY OF EL DORADO

Attest:


Clerk

By: 
Thomas McKibban, Mayor
Tom

ATTORNEY GENERAL'S APPROVAL

The above and foregoing Cooperation Agreement Relating to the Establishment of the Educational Facilities Authority of Butler County between Butler Community College, Unified School District No. 490 and the City of El Dorado, is in proper form, compatible with the laws of the State of Kansas and is hereby approved pursuant to K.S.A. 12-2904(f) this _____ day of _____, 2010.

Steve Six
Attorney General of the State of Kansas

By: _____
Assistant Attorney General

BYLAWS
OF THE
EDUCATIONAL FACILITIES AUTHORITY OF BUTLER COUNTY

ARTICLE I

AUTHORITY NAME AND DEFINITIONS

Section 1.1 Definitions. As used in these Bylaws in addition to the definitions contained in the Agreement, the following definitions shall be applicable:

"Act" means the interlocal cooperation act, K.S.A. 12-2901 *et seq.*, as amended.

"Authority" means the Educational Facilities Authority of Butler County authorized pursuant to the Agreement.

"Agreement" means the Cooperation Agreement Relating to the Establishment of the Educational Facilities Authority of Butler County as fully adopted, executed and filed as provided in the Act, as the same may be amended or restated from time to time.

"Board" or **"Board of Directors"** means the board of Directors of the Authority authorized and selected in accordance with Section 2 of the Agreement and these Bylaws.

"College" means Butler Community College, a community college and body politic duly organized and existing under the laws of the State

"Director" means the representative to the Board of Directors selected by each Member in accordance with Section 2 of the Agreement.

"District" means Unified School District No. 490 (El Dorado), a unified school district duly organized and existing under the laws of the State.

"City" means City of El Dorado, a municipality organized and existing under the laws of the State of Kansas.

"Members" means Butler Community College, Unified School District No. 490 (El Dorado) and City of El Dorado which have duly authorized and approved the Agreement and such other or additional Public Agencies as may hereafter approve and adopt the Agreement

"Public Agency" means a public agency, as said term is defined in the Act.

"State" means the State of Kansas.

ARTICLE II

SEAL

Section 2.1. Inscription of Seal. The seal of the Authority shall be circular in form and around the outside shall be the words, "Educational Facilities Authority of Butler County," and in the center shall be the word "Seal." An impression or imprint of the Authority seal shall be affixed on this page in the space provided below. The seal shall be applied to official documents of the Authority by the Authority's Secretary-Treasurer, or designated assistant, as evidence of the due execution and attestation thereof.

(AUTHORITY SEAL)

ARTICLE III

REGISTERED OFFICE AND RESIDENT AGENT

Section 3.1. Registered Office. The Authority shall maintain a registered office in the State which shall meet the requirements of the applicable laws of the State.

Section 3.2. Resident Agent. The Authority shall have and continuously maintain in the State a resident agent upon whom service of process may be had as required under applicable provisions or laws of the State. The resident agent of the Authority shall be an individual attorney duly appointed by the Board of Directors to serve as general counsel to the Authority or such other individual as shall be designated and appointed by the Board of Directors

ARTICLE IV

CORPORATE POWERS

Section 4.1. Except as may be specifically reserved to the Members in the Agreement or under the Act, all corporate powers of the Authority shall be vested in the Board of Directors.

ARTICLE V

BOARD OF DIRECTORS

Section 5.1. Selection of Directors. The property and business of the Authority shall be managed by the Board of Directors. The Board of Directors shall consist of seven (7) Directors, two of whom shall be duly elected Trustees of, and be selected by, the College's Board of Trustees, two of whom shall be duly elected members of, and be selected by, the District's Board of Education and two of whom shall be duly elected members of, and be selected by the City of El Dorado. The seventh Director shall be a member of the general public designated and appointed jointly by the Directors appointed by the College, the District and the City, respectively. Each Member may designate one or more alternates to serve in the absence of any of its designated Directors by certifying the designation of such alternate or alternates to the Authority prior to the participation of such alternate at any meeting of the Board.

Directors designated by the College, the District and the City shall serve as directors of the Authority for an initial term commencing as of March 15, 2010 and ending July 15, 2010 and, thereafter, for terms of one year commencing as of July 15 in each year and expiring on July 14 of the succeeding year, provided that such Directors shall at all times be duly elected members of the governing bodies of the College, the District and the City, respectively. In the event any such Director shall resign, be recalled or for any other reason shall cease to be a duly elected member of the governing body of the College, the District or the City, as the case may be, a successor Director shall be designated by the College, the District or the City, as the case may be, to serve for the balance of such Director's then current term.

The seventh Director appointed from the general public shall serve for an initial term commencing as of March 15, 2010 and ending July 15, 2010, and thereafter for three-year terms commencing as of July 15 in any year of appointment. Said Director but shall be subject to removal, with or without cause, upon the affirmative vote of four of the Directors appointed by the College, the District and the City, respectively.

In the event one or more public agencies elect to become additional Members of the Authority subsequent to the adoption of these Bylaws or any future amendment hereof, the provisions hereof shall be modified and amended to afford such additional Member representation on the Board of Directors upon such terms as the then current Members and such other public agency shall agree.

Section 5.2. Voting Powers. Each Director, or such Director's designated alternate, shall be entitled to one vote which shall be equal to the vote of every other Director, *provided that* no Director shall be entitled to vote on any matter relating to any public improvement in which the Member represented by the Director does not participate. Other than actions required to be approved by higher majority as set forth in the Agreement, all actions of the Board shall be made upon affirmative vote of a majority of the Directors (a) present, (b) entitled to vote on such action and (c) voting on such action.

Section 5.3. Compensation. Except as may be specifically authorized by the Board of Directors, no Director shall receive payment for any time spent in attending meetings of the Board of Directors or otherwise conducting business of the Authority. The Board of Directors may authorize payment of expenses incurred by a Director for travel or otherwise in connection with the Authority's business pursuant to proper vouchers and documentation supporting any claim for payment of such expenses.

Section 5.4. Vacancies. In the event of a vacancy on the Board of Directors the appropriate Member shall designate another member of its governing body to fill such vacancy for the remainder of such Director's term. Written evidence of such designation shall be provided by the Member to the Authority before such designated replacement Director shall be entitled to vote.

In the event of the death, disability, resignation or removal of the Director selected from the general public by the Directors designated by the Members, the remaining Directors shall designate and approve the appointment of a replacement Director selected from the general public.

Section 5.5. Removal of Directors Designated by Members. A Director designated by a Member may be removed only by such Member's governing body. Such removal and the selection of a new Director shall be certified to the Authority in the same manner used for the selection of the original Director.

Section 5.6. Resignation. In the event a Director resigns a successor shall be selected in the same manner used to select the original Director.

Section 5.7. Alternates. In the event a Director is unable to attend a meeting, an alternate designated by the appropriate Member may substitute at the meeting of the Board of Directors for such Director. The Member shall provide the Authority with written notification of the designation of such alternate. Any duly designated alternate shall be entitled to participate in the discussion of any matters coming before the Board of Directors, and shall be entitled to vote to the same extent that the designated Director would be entitled to vote.

ARTICLE VI

MEETINGS OF BOARD OF DIRECTORS

Section 6.1. Places of Meeting. The place or places of meetings of the Board of Directors shall be determined by the Chair or a majority of the Directors from time to time.

Section 6.2. Annual Meetings. The Board of Directors shall conduct an annual meeting on the third Tuesday of July in each calendar year. In the event a quorum of the Board of Directors is not available at such time and place, the annual meeting of the Board of Directors may be recessed or adjourned by the Chair or other officer to another time and place without the necessity of a quorum concurring with such adjournment.

shall be:

- (1) To keep full and complete records of the proceedings of the Board of Directors and of the meetings of the Members.
- (2) To keep the seal of the Authority and to affix the same to all instruments which may so require.
- (3) To make service and publication of all notices that may be necessary or proper, and without command or direction from the Board. In case of absence, inability, refusal or neglect of the Secretary-Treasurer to make service or publication of any notice, then such notice may be served or published by the Chair or Vice-Chair, or by any person so authorized by either of them, by the Board of Directors or by a majority of the Members.
- (4) To receive all monies belonging to or paid to the Authority and give receipts therefor.
- (5) To deposit such monies, as shall be directed by the Board of Directors, with one or more financial institutions qualified to receive and hold deposits of public funds as provided by law.
- (6) To supervise and control the maintenance of full and complete records of the funds received by and on behalf of the Authority and the disbursements thereof.
- (7) To cause all official reports of the Authority to be filed with the proper officials.
- (8) Render to the Members and the Board of Directors, at any meeting thereof, or from time to time whenever the Board of Directors or the Chair may require, an account of all the financial transactions and the financial condition of the Authority.
- (9) Exhibit or cause to be exhibited, during regular business hours, the books of the Authority to the Board of Directors, any committee appointed by the Board of Directors or to any other person entitled to inspect such books pursuant to pertinent provisions of the law.
- (10) Generally to do and perform all such duties as pertain to this office and as may be required by the Board of Directors.

Section 8.4. Disbursements. All disbursements made by the Secretary-Treasurer shall be subject to control of the Board of Directors and approved by appropriate resolution.

Section 8.5. Delegation of Duties. All or part of the duties assigned to the Secretary-Treasurer may be delegated to the Manager, with the consent of the Board of Directors.

ARTICLE IX

MEETINGS OF MEMBERS

Section 9.1. Place of Meetings. The place of meetings of Members of the Authority shall be as determined by the Chair or by a majority of the Directors.

Section 9.2. Meetings. The Chair or Directors representing a majority of the Members may call meetings of the Members for the purpose of discussing business of the Authority.

Section 9.3. Notice of Meetings. The Chair or Directors calling any meeting of the Members shall give written notice of such meeting not less than ten (10) days prior to the date of such meeting, which notice shall specify the time and place of such meeting and the purpose thereof and the giving of such notice may be completed by deposit of same in the United States mail, properly addressed to the Directors designated by all of the Members and to the presiding officers of the governing body of each Member, postage prepaid.

Section 9.4. Order of Business and Powers of Members. The order of business at any meeting of the Members shall be as determined by the Chair or by a majority of the Members. All annual and special meetings of the Members shall be for the purpose of discussion and advice only and Members, apart from the Board of Directors, shall not have the power to take any action affecting the business of the Authority except dissolution of the Authority in accordance with *Article XV* of these bylaws, except amendment of the Agreement pursuant to the Act, and except any other powers given exclusively to the Members by the Agreement or by the Act.

Section 9.5. Adjournments. Meetings of the Members may be adjourned from time to time.

ARTICLE X

FINANCIAL MATTERS

Section 10.1. Budget Preparation and Approval. The Chair or Manager shall provide a proposed annual budget for the Authority for the succeeding calendar year. One or more "en banc" meetings of the Members shall be held annually to discuss the Budget. The budget in final form shall be approved by the Board of Directors. Such budget shall include a proposed method of funding the budget.

Section 10.2. Dues and Assessments. The Board of Directors may establish, by resolution, a dues structure for Members and shall be authorized to assess Members for the payment or repayment of administration expenses as the Board determines.

Section 10.3. Contracts. Any contract or similar agreement between the Authority and the Members or other persons shall be and constitute an asset of the Authority and shall not be amended, canceled or otherwise altered except to the extent as such amendments, cancellations or alterations may be specifically permitted by the terms of such contract or agreement. All contracts or agreements of the Authority entered into to secure financing for any undertaking by the Authority shall be subject to the terms and provisions of any documents or instruments authorizing, providing for the issuance or securing payment of any bonds or other indebtedness of the Authority or of any leases or lease-purchase agreements to which the Authority may be a party.

Section 10.4. Transfer, Liens or Sale of Assets. Unless specifically prohibited by the terms and provisions of any agreement or instrument authorizing or otherwise securing the payment of any bonds or other indebtedness or obligations of the Authority, the Authority may transfer, encumber, or sell any of the assets of the Authority with the prior approval of the Board of Directors. In the event a Manager is designated by the Board of Directors to supervise the Authority's business and affairs, the Manager may approve the transfer or sale of Authority assets during any calendar year having a current values of \$1,000 or less and provided, further, that the current values of any assets transferred or sold with the approval by the Manager in any one calendar year shall not exceed \$5,000.

ARTICLE XI

AMENDMENTS

Section 11.1. These Bylaws may be amended, modified, supplemented or repealed by an affirmative vote of all Directors representing a majority of the Members. Prior to amending, modifying, supplementing or repealing these Bylaws, written notice of such proposed action shall be forwarded to each Director with the notice of any special meeting or with the agenda of any regular meeting and to the presiding officer of the governing body of each Member.

ARTICLE XII

INDEMNIFICATION

Section 12.1. Persons. The Authority may indemnify every person, his or her heirs, executors and administrators, against any and all judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, incurred by such person in connection with any claim, action, suit or proceedings (whether actual or threatened, brought by or in the right of the Authority or otherwise, civil, criminal, administrative or investigative, including appeals), to which such person may be or is made a party by reason of being or having been a Director, employee, agent or officer of the Authority, and shall do so to the extent required by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, as amended.

Section 12.2. Unlawful Conduct. No person shall be entitled to or receive from the

Authority any indemnification or payment as to amounts paid in settlement or other disposition of any threatened or pending action by or against the Authority in connection with any matter determined by judgment or otherwise that such Director, employee, agent or officer was not acting in good faith in the performance of his or her duties to the Authority and, in the case of any criminal action or proceeding, where such person had reasonable cause to believe that his or her conduct was unlawful.

Section 12.3. Good Faith. Any such person shall be entitled to indemnification as a matter of right (I) if such person is wholly successful, on the merits or otherwise, with respect to any claim, action, suit or proceeding or (ii) except as provided in Section 12.2 hereof, in respect of matters as to which a court or independent legal counsel approved by the Authority, shall have determined that such person acted in good faith for a purpose which he or she reasonably believed to be within the scope of employment in the best interests of the Authority; and in addition, in the case of any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was lawful. Such court or independent counsel shall have the power to determine that such Director, officer, employee or agent is entitled to indemnification as to some matters even though he or she is not so entitled as to others. The termination of any claim, action, suit or proceeding by judgment, settlement, conviction or upon a plea of *nolo contendere*, or its equivalent, shall not in itself create a presumption that any such Director, employee, agent or officer did not act in good faith for a purpose reasonably believed to be in the best interests of the Authority and, in the case of any criminal action or proceeding, that such person did not have reasonable cause to believe their conduct was lawful.

Section 12.4. Amounts. Amounts paid in indemnification shall include, but shall not be limited to, counsel and other fees and disbursements and judgments, fines or penalties against, and amounts paid in settlement by, such Director, officer, employee or agent

Section 12.5. Time. The provisions of this Article shall be applicable to claims, actions, suits or proceedings made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after the adoption hereof. The rights of indemnification provided in this Article shall be exclusive of any rights to which any such Director, officer, agent or employee may otherwise be entitled by contract or as a matter of law.

ARTICLE XIII

TERMINATION AND DISSOLUTION

Section 13.1. Method of Termination and Dissolution. The Authority may be terminated and dissolved as provided in the Agreement. The Authority may not be dissolved so long as any bonds or other indebtedness of the Authority remains outstanding or any leases or lease purchase agreements to which the Authority is a party remain in effect unless cash provision has been made for the payment of any such indebtedness or other obligation in accordance with the documents and agreements authorizing such indebtedness or other obligation.

Section 13.2. Payment of Costs of Dissolution. Upon dissolution of the Authority, all costs and expenses of dissolution shall be paid first from assets of the Authority and then, if necessary, from assessments upon the Members.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 14.1. Instruments in Writing. All contracts of the Authority shall be in writing and approved by the Board of Directors.

Section 14.2. Annual Report. The Board of Directors of the Authority shall cause a report of the activities of the Authority to be prepared annually and made available to each Member and each Director.

Section 14.3. Fiscal Year. The fiscal year of the Authority shall commence on July 1 in each year and end on June 30 of the succeeding year.

Section 14.4. Telephone Conference Meetings. All meetings, whether regular, special or adjourned, including those held pursuant to waiver and consent, may be conducted via conference telephone or other similar telecommunications device. Persons attending such meetings via such telecommunications device shall be considered as attending such meetings for purposes of determining the presence of a quorum and may participate and vote at such meetings for all purposes as if personally present.

CERTIFICATE

I, the undersigned President of Board of Education of Unified School District No. 490 (El Dorado), certify that the foregoing Bylaws of the Educational Facilities Authority of Butler County were considered and approved by the District's Board of Education on JUNE 14, 2010.

Witness my hand this 14th day of June, 2010

Attest:

Jacalyn L Clark
Clerk, Board of Education

James D. Wayl
President, Board of Education

CERTIFICATE

I, the undersigned Chairman of the Board of Trustees of Butler Community College, certify that the foregoing Bylaws of the Educational Facilities Authority of Butler County were considered and approved by the College's Board of Trustees on July 13, 2010.

Witness my hand this 13 day of July, 2010

Attest:

Marion Rogers
Clerk, Board of Trustees

[Signature]
Chairman, Board of Trustees

CERTIFICATE

I, the undersigned Mayor of the City of El Dorado, Kansas, certify that the foregoing Bylaws of the Educational Facilities Authority of Butler County were considered and approved by the College's Board of Trustees on _____, 2010.

Witness my hand this 20 day of July, 2010

Attest:

[Signature]
Clerk

[Signature]
Thomas McKibban, Mayor

CERTIFICATE OF SECRETARY-TREASURER

As of the date hereof, the above and foregoing is a true, correct and complete copy of the Bylaws of the Educational Facilities Authority of Butler County originally adopted by its Board of Directors on _____, 2010.

Witness my hand this ___ day of _____, 2010

Secretary-Treasurer