FILED
FEB 0 5 2003
RON THORNBURGH
SECRETARY OF STATE

FIRST AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT CREATING KANSAS INDEPENDENT COLLEGE FINANCE AUTHORITY

WHEREAS, K.S.A. 12-2901 *et seq.*, as amended (the "Interlocal Cooperation Act"), provides *inter alia* that in order for public agencies to make the most efficient use of their powers, such public agencies may cooperate with other public agencies on a basis of mutual advantage to provide services in a manner that will best accord with economic and other factors influencing the needs and development of such public agencies; and

WHEREAS, the Interlocal Cooperation Act authorizes public agencies to enter into interlocal agreements with one or more other public agencies for joint or cooperative Interlocal Cooperation Action pursuant to the provisions of the Interlocal Cooperation Act; and

WHEREAS, the Interlocal Cooperation Act provides that any interlocal agreement entered into under the provisions of the Interlocal Cooperation Act may authorize the creation of a separate legal entity to conduct the joint or cooperative Interlocal Cooperation Action provided for in such interlocal agreement, which separate legal entity shall constitute a body corporate and politic and shall act as the constituted authority of the public agencies on behalf of which any bonds, notes, lease certificates of participation or other evidences of indebtedness are issued by such separate legal entity; and

WHEREAS, certain cities within the State of Kansas desired to create a separate legal entity pursuant to the Interlocal Cooperation Act to afford an economical means of providing financing to such cities for their respective projects, including the issuance of Bonds (hereinafter defined) for the purpose of providing funds to make loans to local independent private colleges and universities located in the State of Kansas to finance, refinance and/or reimburse the cost of educational facilities and to provide working capital funds; and

WHEREAS, pursuant to K.S.A. 12-2901 *et seq.*, as amended, certain Kansas cities (the "Original Members") entered into an Interlocal Cooperation Agreement Creating the Kansas Independent College Finance Authority (the "Original Agreement"); and

WHEREAS, cities have the power to create a separate legal entity and to authorize such entity to provide the financings described herein under the home rule powers granted to cities under Article 12, Section 5 of the Kansas Constitution;

WHEREAS, in order to add additional members and to revise certain articles and/or sections of the Agreement, the Original Members and certain other Kansas cities (the "New Members") desire to execute this First Amended and Restated Interlocal Cooperation Agreement (the "First Amended and Restated Agreement").

WHEREAS, by executing this First Amended and Restated Agreement, the New Members wish to become parties to the Original Agreement, as amended and restated by this First Amended and Restated Agreement and the Original Members consent to the New Members becoming parties to the Original Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO, THAT THE ORIGINAL AGREEMENT SHALL BE AMENDED AND RESTATED AS FOLLOWS:

DEFINITIONS

"Authority" shall mean the Kansas Independent College Finance Authority created pursuant to this Cooperation Agreement.

"Board" or "Board of Representatives" shall mean the governing Board of Representatives of the Authority authorized in accordance with Article VII of the Cooperation Agreement.

"Bonds" shall mean any bonds, notes, lease certificates of participation or other evidences of indebtedness, whether or not the interest on which is subject to federal income taxation, issued by the Authority.

"Cooperation Agreement" shall mean this Interlocal Cooperation Agreement, as amended.

"Interlocal Cooperation Act" shall mean K.S.A. 12-2901 *et seq.*, as amended and supplemented.

"Members" shall mean those Public Agencies executing this Cooperation Agreement as may be modified by members who withdraw or Public Agencies who are added in accordance with Article VII hereof.

"Public Agency(ies)" shall mean a public agency as such term is referred to in the Interlocal Cooperation Act, except that such term as used herein shall not include the United States or any agency or instrumentality thereof.

"Representative" shall mean each member of the Board of Representatives selected in accordance with Article VII hereof.

ARTICLE I

Purpose of Cooperation Agreement

The purpose of this Cooperation Agreement is to organize a separate legal entity under and in accordance with the Interlocal Cooperation Act.

ARTICLE II

Representations of Members

Each Member hereby represents that:

1. It is a Public Agency duly organized and existing under the laws of the State of Kansas.

2. Its governing body, by appropriate action, authorized the execution of this Cooperation Agreement.

ARTICLE III

Creation

1. Pursuant to provisions of the Interlocal Cooperation Act, the Members hereby organize a separate legal entity under the Interlocal Cooperation Act.

2. The name of such separate legal entity shall be the Kansas Independent College Finance Authority.

ARTICLE IV

Duration

The duration of the Authority shall be perpetual, unless terminated in accordance with Article IX of this Cooperation Agreement.

ARTICLE V

Purposes of the Authority

The purpose of the Authority shall be:

1. To assist in financing local governmental activities, including issuing Bonds to provide funds to make loans to local independent private colleges and universities to finance, refinance and reimburse the cost of educational facilities and to provide working capital funds.

2. To allow cooperation between the Members for the efficient use of all the powers of Public Agencies.

3. To engage in any lawful act or activity for which the Authority, Members or other Public Agencies may be organized under the Interlocal Cooperation Act or other laws of the State of Kansas.

ARTICLE VI

Powers

1. The Authority shall have all the powers set out in the Interlocal Cooperation Act and the powers granted to Members or other Public Agencies with respecting to financing or otherwise permitted by law.

2. The Authority shall have the power to issue, purchase or otherwise acquire Bonds on behalf of or from the Members and enter into agreements to provide for the security for such Bonds.

ARTICLE VII

Organization, Composition and Nature

1. The Members of the Authority shall be those Public Agencies executing this Cooperation Agreement. This Cooperation Agreement may be amended to include additional Public Agencies as members in accordance with **Article XII** hereof.

2. Any Member may withdraw from this Cooperation Agreement and the Authority by giving written notice to the Board of Representatives of the Authority of its desire to withdraw, evidenced by an Ordinance of its governing body (the "Notice"); provided, however, that no Member shall be permitted to withdraw as long as any Bonds issued by the Authority to provide funds to loan to any Participant located within such Member's jurisdiction (the "Member Bonds") are outstanding. The withdrawal of a Member shall become effective upon the Authority's receipt of Notice; provided, however that if any Member Bonds are outstanding at the time the Authority receives Notice, such withdrawal shall not become effective until such time as the Member Bonds are no longer outstanding. The Authority shall notify the Members in writing of any Notice of withdrawal received from a Member. Upon the effective date of the withdrawal, the Authority shall give written notice to the Members that such withdrawal has become effective. Upon receipt of Notice from a Member, the Authority shall be prohibited from thereafter issuing Bonds to provide funds to loan to any Participant located within such Member's jurisdiction. The withdrawing Member shall not be entitled to receive any real or personal property of the Authority by reason of its withdrawal. Withdrawal of a Member shall not be deemed to terminate or diminish any obligations that such entity may have to the Authority pursuant to written agreements or contracts with the Authority separate and apart from this Cooperation Agreement except as provided in such other agreements or contracts.

3. The property and business of the Authority shall be managed by the Board of Representatives of the Authority. The Board of Representatives shall consist of five Representatives. The initial Representatives of the Board shall be Dan Carey, Hal Germer, Richard Spindle, Ed Johnson and Dick Merriman. The initial Representatives to the Board shall serve until their successors are elected and qualified at the first annual meeting of the Members as provided in the Bylaws.

4. The initial officers of the Authority shall be Dan Carey as President, Hal Germer as Vice President and Richard Spindle as Secretary and Treasurer. The initial officers shall serve until their successors are elected and qualified at the first annual meeting of the Board as provided in the Bylaws.

5. The initial bylaws of the Authority shall be approved by unanimous consent of the Members. Thereafter, the bylaws and other rules and regulations of the Authority may be adopted, amended, supplemented or repealed by affirmative vote of at least two-thirds (2/3) of the Representatives of the Board of Representatives, or by a majority vote of the Members.

ARTICLE VIII

Financing

1. The Board of Representatives of the Authority shall determine the methods of obtaining financing for the Authority or any of its Members in any manner set forth in the Interlocal Cooperation Act or otherwise permitted by law which is not inconsistent with this Cooperation Agreement.

2. The Authority is authorized to issue Bonds in its own name, on behalf of the Members for those purposes for which the Members are authorized pursuant to the constitution and laws of the State of Kansas to issue Bonds. Such Bonds of the Authority may be payable from or secured by any property, interest or income of the Authority, from whatever source derived, but shall not constitute a charge against or indebtedness of any Member on behalf of which such Bonds are issued. In issuing such Bonds the Authority shall act as the constituted authority of the Members on behalf of which such bonds, notes or other indebtedness are issued, and the interest on such bonds, notes or other indebtedness shall be exempt from taxation under the laws of this State. The Authority may also acquire any Bonds issued by Member payable from or secured by any property, interest or income of Member, from whatever source derived, as long as evidence of indebtedness is lawfully issued by the Member.

3. The Board of Representatives shall conduct one or more Meetings of the Members annually to discuss any matters properly the subject of Board of Representatives action.

ARTICLE IX

Termination

This Cooperation Agreement and the Authority may be terminated by the written consent to such termination by at least three-fourths (3/4) of the Members; provided that prior to such termination all Bonds, indebtedness, warrants and other financial obligations of the Authority shall have been paid in full or there has been deposited in escrow with a state or national bank located in the State of Kansas and having full trust powers, cash or direct obligations of the government of the United States of America or obligations the payment of the principal of and interest on which in unconditionally guaranteed by the government of the United States of America, in amounts sufficient, together with the interest earned on such obligations without reinvestment, to pay such indebtedness, warrants and other financial obligations in full when due. Thereafter, the Board of Representatives of the Authority shall liquidate the Authority and distribute the assets of the Authority or the net proceeds thereof to the Members in a manner to be determined by it pursuant to law, taking into account, in such manner as the Board of Representatives of the Authority in its discretion deems appropriate, the relative contributions of cash and other property to the Authority, provided, that no property of the Authority shall inure to the benefit of any private individual, corporation or association. In the event that the Board of Representatives of the Authority is unable to decide as to the manner in which the Authority shall be liquidated and the net proceeds distributed it shall be determined by a court of appropriate jurisdiction.

ARTICLE X

Authority Property

Title to all real and personal property of the Authority shall be acquired, held and disposed of in the name of the Authority unless otherwise required by law or by the terms of a gift or grant.

ARTICLE XI

Powers of Governing Body

The Board of Representatives of the Authority shall have all powers designated in the Interlocal Cooperation Act and set forth in this Cooperation Agreement or granted to the Authority herein by majority vote of the Representatives.

ARTICLE XII

Amendments

1. Except as otherwise provided in paragraph 2 of this Article, this Cooperation Agreement may be amended or supplemented in whole or in part by consent of two thirds (2/3) of the Members, approval of the Attorney General of the State of Kansas, filing of such amendment with the Register of Deeds of each county where a Member is located and filing with the Secretary of State.

2. This Cooperation Agreement may be amended to include additional Public Agencies upon consent of two thirds (2/3) of the Board of Representatives, approval by the governing body of each of the additional Public Agencies to be included, approval of the Attorney General of the State of Kansas, filing of such amendment with the Register of Deeds of each county where a Member is located, and filing with the Secretary of State.

ARTICLE XIII

Effective Date

This Cooperation Agreement shall take effect upon its approval by the Attorney General of the State of Kansas, upon the filing of the Cooperation Agreement with the Registers' of Deeds of each county where a Member is located and upon filing with the Kansas Secretary of State.

IN WITNESS WHEREOF, the City of Atchison, Kansas has executed this First Amended and Restated Agreement as of this 28th day of March, 2001.

CITY OF ATCHISON, KANSAS

By: David L. Butler
Mayor

ATTEST:

By: Phyllis J. Walton
City Clerk

ACKNOWLEDGMENT AND VERIFICATION OF SIGNATURES

STATE OF KANSAS)
) ss
COUNTY OF ATCHISON)

This instrument was acknowledged before me on March 28, 2001 by David Butler, Mayor, and Phyllis Walton, City Clerk, respectively, of the City of Atchison, Atchison County, Kansas.

(Seal) NOTARY PUBLIC - State of Kansas KATHRYN SOPH My Appt. Exp.

Kathryn Soph
Notary Public

My Appointment Expires:

12/12/2002

IN WITNESS WHEREOF, Baldwin City, Kansas has executed this First Amended and Restated Agreement as of this 14th day of March, 2001.

BALDWIN CITY, KANSAS

By: Stan Krysztof
Mayor

ATTEST:

By: Peggy Nichols
City Clerk

ACKNOWLEDGMENT AND VERIFICATION OF SIGNATURES

STATE OF KANSAS)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on March 14, 2001 by Stan Krysztof, Mayor, and Peggy Nichols, City Clerk, respectively, of Baldwin City, Douglas County, Kansas.

(Seal)

NOTARY PUBLIC - State of Kansas
PATRICE L. JAMES
My Appt. Exp. 11-27-03

Patrice L. James
Notary Public

My Appointment Expires:

11-27-03

IN WITNESS WHEREOF, the City of Hillsboro, Kansas has executed this First Amended and Restated Agreement as of this 22nd day of March, 2001.

CITY OF HILLSBORO, KANSAS

By: Delores Dalke
Mayor

ATTEST:

By: Janice K. Meisinger
City Clerk

ACKNOWLEDGMENT AND VERIFICATION OF SIGNATURES

STATE OF KANSAS)
) ss
COUNTY OF MARION)

This instrument was acknowledged before me on March 22, 2001 by Delores Dalke, Mayor, and Janice K Meisinger, City Clerk, respectively, of the City of Hillsboro, Marion County, Kansas.

(Seal)

MONA VOTH
Notary Public - State of Kansas
My Appt. Expires

Mona Voth
Notary Public

My Appointment Expires:

7-1-2004

IN WITNESS WHEREOF, the City of McPherson, Kansas has executed this First Amended and Restated Agreement as of this 19th day of March, 2001.

CITY OF MCPHERSON, KANSAS

By: _____
Mayor

ATTEST:

THE CITY OF McPHERSON INCORPORATED SEAL MARCH 4, 1878 KANSAS

By: _____
City Clerk

ACKNOWLEDGMENT AND VERIFICATION OF SIGNATURES

STATE OF KANSAS)
) ss
COUNTY OF MCPHERSON)

This instrument was acknowledged before me on March 19, 2001 by Vernon L. Dossett, Mayor, and Gary L. Meagher, City Clerk, respectively, of the City of McPherson, McPherson County, Kansas.

(Seal) NOTARY PUBLIC - State of Kansas
GLADYS I. HUBER
My Appt. Exp. _____

_____
Notary Public

My Appointment Expires:

4-8-2002

IN WITNESS WHEREOF, the City of Olathe, Kansas has executed this First Amended and Restated Agreement as of this 3 day of April, 2001.

CITY OF OLATHE, KANSAS

By: _____
Mayor

ATTEST:

By: Debra S Gragg
City Clerk

ACKNOWLEDGMENT AND VERIFICATION OF SIGNATURES

STATE OF KANSAS)
} ss
COUNTY OF JOHNSON)

This instrument was acknowledged before me on April 3, 2001 by Larry L Campbell, Mayor, and Debra S. Gragg, City Clerk, respectively, of the City of Olathe, Johnson County, Kansas.

(Seal) NOTARY PUBLIC State of Kansas LINDA J. WENTZ My Appt. Exp. 8/15/04

Linda J. Wentz
Notary Public

My Appointment Expires: 8-15-04

IN WITNESS WHEREOF, the City of Ottawa, Kansas has executed this First Amended and Restated Agreement as of this 21st day of March, 2001.

CITY OF OTTAWA, KANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk
By: _____
Asst City Clerk

ACKNOWLEDGMENT AND VERIFICATION OF SIGNATURES

STATE OF KANSAS)
) ss
COUNTY OF FRANKLIN)

This instrument was acknowledged before me on March 21, 2001 by Richard Jackson, Mayor, and Bonita Nicewander, City Clerk, respectively, of the City of Ottawa, Franklin County, Kansas. Asst. City Clerk

(Seal)

NOTARY PUBLIC - State of Kansas
CAROLYN S. SNETHEN
My Appt. Exp. 02/04/03

Carolyn S. Snethen
Notary Public

My Appointment Expires:

02/04/03

IN WITNESS WHEREOF, the City of Sterling, Kansas has executed this First Amended and Restated Agreement as of this 19 day of February, 2001.

CITY OF STERLING, KANSAS

By: Quentin Kilgore
Mayor

ATTEST:

By: S. D. Fankhauser
City Clerk

ACKNOWLEDGMENT AND VERIFICATION OF SIGNATURES

STATE OF KANSAS)
) ss
COUNTY OF RICE)

This instrument was acknowledged before me on February 19, 2001 by Quentin Kilgore, Mayor, and S. D. Fankhauser, City Clerk, respectively, of the City of Sterling, Rice County, Kansas.

(Seal)

SARAH J. KLEIN
State of Kansas
My Appt. Exp. 02-19-2001

Sarah J. Klein
Notary Public

My Appointment Expires:

02-19-2005

IN WITNESS WHEREOF, the City of Wichita, Kansas has executed this First Amended and Restated Agreement as of this 20th day of March, 2001.

CITY OF WICHITA, KANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

ACKNOWLEDGMENT AND VERIFICATION OF SIGNATURES

STATE OF KANSAS)
) ss
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on 3/20, 2001 by BOB KNIGHT, Mayor, and Pat Burnett, City Clerk, respectively, of the City of Wichita, Sedgwick County, Kansas.

(Seal)

_____
Notary Public

My Appointment Expires:

KATHY PEWEWARDY
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 12-27-04

IN WITNESS WHEREOF, the City of Winfield, Kansas has executed this First Amended and Restated Agreement as of this 26th day of March, 2001.

CITY OF WINFIELD, KANSAS

By: _____
Mayor

ATTEST:

By: Diane Rosecrans
City Clerk

ACKNOWLEDGMENT AND VERIFICATION OF SIGNATURES

STATE OF KANSAS)
) ss
COUNTY OF COWLEY)

This instrument was acknowledged before me on March 26, 2001 by Gregory N. Thompson, Mayor, and Diane Rosecrans, City Clerk, respectively, of the City of Winfield, Cowley County, Kansas.

(Seal)

BRENDA PETERS
MY COMMISSION EXPIRES
November 20, 2003

Brenda Peters
Notary Public

My Appointment Expires:

11-20-03

IN WITNESS WHEREOF, the City of Hesston, Kansas has executed this First Amended and Restated Agreement as of this 27th day of FEBRUARY, 2002.

CITY OF HESSTON, KANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

ACKNOWLEDGMENT AND VERIFICATION OF SIGNATURES

STATE OF KANSAS)
) ss
COUNTY OF HARVEY)

This instrument was acknowledged before me on FEB 27, 2002 by John Waltner, Mayor, and Polly Mains, City Clerk, respectively, of the City of Hesston, Harvey County, Kansas.

(Seal)

NOTARY PUBLIC, State of Kansas
JEANNINE A. HOHEISEL
My Appt. Expires 04-18-04

_____
Notary Public

My Appointment Expires:

April 18, 2004

IN WITNESS WHEREOF, the City of North Newton, Kansas has executed this First Amended and Restated Agreement as of this 8th day of April, 2002.

CITY OF NORTH NEWTON, KANSAS

By: J. Thomas Thiesen
Mayor

ATTEST:

By: [illegible]
City Clerk

ACKNOWLEDGMENT AND VERIFICATION OF SIGNATURES

STATE OF KANSAS)
) ss
COUNTY OF HARVEY)

This instrument was acknowledged before me on April 8, 2002 by J. Thomas Thiesen, Mayor, and [illegible] (City Clerk, respectively, of the City of North Newton, Harvey County, Kansas.

(Seal)

CYNTHIA L. HIEBERT
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 12-19-05

Cynthia L. Hiebert
Notary Public

My Appointment Expires:

December 19, 2005

IN WITNESS WHEREOF, the City of Leavenworth, Kansas has executed this First Amended and Restated Agreement as of this 9th day of April, 2002.

CITY OF LEAVENWORTH, KANSAS

By: Phil Urban
Mayor

ATTEST:

By: Carol Sadler
City Clerk

ACKNOWLEDGMENT AND VERIFICATION OF SIGNATURES

STATE OF KANSAS)
) ss
COUNTY OF LEAVENWORTH)

This instrument was acknowledged before me on April 9, 2002 by Phil Urban, Mayor, and Carol Sadler, City Clerk, respectively, of the City of Leavenworth, Leavenworth County, Kansas.

(Seal) BETH M. BECKER
Notary Public - State of Kansas
My Appt. Expires

Beth M. Becker
Notary Public

My Appointment Expires:

April 6, 2004

IN WITNESS WHEREOF, the City of Lindsborg, Kansas has executed this First Amended and Restated Agreement as of this 4 day of Nov, 2002.

CITY OF LINDSBORG, KANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

ACKNOWLEDGMENT AND VERIFICATION OF SIGNATURES

STATE OF KANSAS)
) ss
COUNTY OF MCPHERSON)

This instrument was acknowledged before me on November 4, 2002 by Ronald Rolander, Mayor, and Jerry Lovett Sperling City Clerk, respectively, of the city of Lindsborg, McPherson County, Kansas.

(Seal)

NOTARY PUBLIC - State of Kansas
GAYLENE CHANEY
My Appt. Exp. 10/24/04

_____
Notary Public

My Appointment Expires:

October 24, 2004

IN WITNESS WHEREOF, the City of Salina, Kansas has executed this First Amended and Restated Agreement as of this 6th day of January, 2003.

CITY OF SALINA, KANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

ACKNOWLEDGMENT AND VERIFICATION OF SIGNATURES

STATE OF KANSAS)
) ss
COUNTY OF SALINE)

This instrument was acknowledged before me on January 6, 2003 by Kristin M. Seaton, Mayor, and Lieu Ann Nicola, City Clerk, respectively, of the City of Salina, Saline County, Kansas.

(Seal)

BARBARA R. WEBER
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 9-6-03

_____
Notary Public

My Appointment Expires:

September 6, 2003

APPROVAL OF ATTORNEY GENERAL

The foregoing First Amended and Restated Interlocal Cooperation Agreement is hereby approved by me on this 22nd day of January, 2003, in accordance with K.S.A. 12-2901 *et seq.*

Phill Kline by Asst Att. Gen. M. Feighny

Phill Kline
Attorney General of the State of Kansas