

# **BLUE VALLEY COMMUNITY FOUNDATION**

## **BY-LAWS**

### **An affiliated fund of the Greater Manhattan Community Foundation**

#### **ARTICLE I. ESTABLISHMENT OF FOUNDATION.**

The Blue Valley Community Foundation (herein after referred to as BVCF) was established on September 26<sup>th</sup>, 2022, by the organizers of Blue Valley Community Foundation (BVCF) and the Greater Manhattan County Foundation (herein after referred to as GMCF), for the purpose of providing a vehicle through which individuals and organizations can contribute to the Blue Valley community. BVCF is an organization that intends to assist people and organizations in their efforts to improve the quality of life in the Blue Valley area through the donation of their ideas, time, labor, and other resources.

A Memorandum of Understanding (MOU) establishing the BVCF as a Component Fund of the GMCF was established on September 26<sup>th</sup>, 2022. In accordance with the MOU, the BVCF is a charitable component fund within the GMCF, with the benefits of the GMCF's public charity classification.

#### **ARTICLE II. OFFICES.**

Section 2.1 **Location:** The location of the BVCF shall be in the Randolph or Olsburg, KS at such place from time to time as designated by the Board of Directors.

Section 2.2 **Address:** Mailing address is:

204 E Hwy 16  
PO Box 67  
Olsburg, KS 66520.

#### **ARTICLE III. BOARD OF DIRECTORS**

Section 3.1 **General.** The property and affairs of BVCF shall be managed by a Board of Directors who are elected at the annual meeting by the Ambassadors. The Board of Directors shall have and is vested with all and unlimited powers and authority, except as may be expressly limited by law, or by these By-Laws, to supervise, control, direct and manage the property, affairs and activities of BVCF, to determine the policies of BVCF, to do or cause to be done any

and all lawful things for and on behalf of BVCF, to exercise or cause to be exercised any or all of its powers, privileges or franchises, and to seek the effectuation of its objects and purposes; provided, however, the Board of Directors shall not authorize or commit BVCF to engage in any activity not permitted by law or by a not for profit organized under the laws of the State of Kansas. None of the powers of BVCF shall be exercised to carry on activities which are not in themselves in furtherance of the purposes of the Board, and all income and property of BVCF shall be applied exclusively for such charitable, educational, and scientific purposes as the Board of Directors may deem to be in the public interest in any manner or by any method which the Board of Directors may from time to time deem advisable. No substantial part of the activities of BVCF shall be the carrying on of propaganda or otherwise attempting to influence legislation. BVCF shall not participate in or intervene (including the publication or distribution of statements) in any political campaign on behalf of any candidate for public office. No part of the net earnings or other assets of BVCF shall inure to the benefit of any officer, Ambassadors or other private person having, directly or indirectly, a personal and/or private interest in the activities of the BVCF.

Section 3.2 **Powers of the Board of Directors**. The Board of Directors is specifically granted the following powers: (1) to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to any specified organization if, in the sole judgment of the Board of Directors and without the necessity of the approval of any guardian or agent, such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served by BVCF; (2) to replace any Ambassador, for any reason or cause as may be deemed sufficient in the sole discretion of the Board of Directors. All funds or other property conveyed to BVCF shall be conveyed subject to the provisions of the MOU and By-Laws including specifically the provisions set forth above.

Section 3.3 **Number, Tenure, and Qualifications**. The number of Board of Directors of this BVCF shall be no fewer than five (5) and not more than nine (9), as determined by the Ambassadors at each annual meeting of the Ambassadors.

Section 3.4 **Term**. Each ambassador elected to the Board of Directors at the annual meeting of Ambassadors shall be elected for a term of three (3) years, with said term to begin and end on the day of the annual meeting. There is no limit to the number of three-year terms a member of the Board of Directors may serve. Any person elected to fill a vacancy shall serve the unexpired term that was vacated.

Section 3.5 **Regular Meetings**. A regular meeting of the Board of Directors shall be held at a time and place to be determined by the Board of Directors.

Section 3.6 **Special Meetings**. Special meetings of the Board of Directors shall be called by the president or at the written request of two (2) members of the Board of Directors. Persons authorized to call a special meeting of the Board of Directors may fix the time and place for holding such special meeting.

Section 3.7 **Notice**. Notice of any special meeting shall be given not fewer than five (2) nor more than fifty (35) days before the date by written notice delivered personally, by electronic mail or mailed to the Board of Directors to their home or business addresses. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid or when sent by electronic means. Any member of the Board of Directors may waive notice of any such meeting. The attendance of a Board of Directors at a meeting shall constitute that member's waiver of notice of such meeting, except when a Board of Directors attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 3.8 **Quorum**. A majority of the whole number of Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a majority is present at a meeting, the directors present may continue the meeting for discussion of items, but no action can be taken until quorum is present.

Section 3.9 **Manner of Acting**. The act of a majority of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 3.10 **Action Without a Meeting**. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting by electronic means.

Section 3.11 **Removal**. Any member of the Board of Directors may be removed by the affirmative vote of two-thirds of the Ambassadors present meeting in a special session.

Section 3.12 **Vacancies**. Any vacancy occurring on the Board of Directors may be filled for the unexpired portion of the vacant term by the affirmative vote of a majority of Ambassadors.

Section 3.13 **Compensation**. By resolution of the Ambassadors, each member of the Board of Directors may be paid his or her expenses, if any, for attendance at each meeting of the Board of Directors or on behalf of the Board of Directors outside of the Blue Valley Communities. Nothing herein shall preclude any Ambassadors from serving BVCF in any other capacity and receiving compensation, therefore.

Section 3.14 **President**. The president shall preside at all meetings of the Board of Directors and the annual meeting of Ambassadors. The president shall serve as an ex-officio member of all committees, and shall appoint standing committees, except as otherwise provided in these by-laws.

#### **ARTICLE IV. OFFICERS.**

Section 4.1 **Number**. The officers of BVCF shall be a president, vice-president, secretary, and treasurer, each of whom shall be elected by the Board of Ambassadors. If there is not enough members to fill all the officers, VP and secretary can be combined. Such other officers and

assistant officers as are deemed necessary may be elected or appointed by the Ambassadors. The officers are required to be members of the Board of Directors.

Section 4.2 **Election and Term of Office**. The officers of BVCF shall be elected for terms of three years at the annual meeting of the Ambassadors. If the election of officers shall not be held at such meeting of the board, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until the expiration of the officer's term and until the officer's successor shall have been duly elected, or until the officer shall have been removed in the manner hereinafter provided.

Section 4.3 **Removal**. Any officer may be removed by two-thirds affirmative vote of the Ambassadors whenever, in their judgment, the best interests of the BVCF will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 4.4 **Vacancies**. A vacancy in any office for any reason may be filled by the Board of Directors for the unexpired portion of the term of the office.

Section 4.5 **Duties of Officers**.

a) **President**. The president shall be the principal executive officer of BVCF, and subject to the control of the ambassador and he or she shall, in general, supervise and control all the business and affairs of BVCF. The president shall possess the power to sign all certificates, contracts, and other instruments of the BVCF which may be authorized by the Board of Directors. In addition, the president shall have all other powers, duties and responsibilities which may be delegated to such officer by the Board of Directors.

b) **Vice-President**. The vice-president shall be subject to the control of the Board and he or she shall, in general, supervise and control all the business and affairs of BVCF when there is a vacancy in the position of president, or he/she shall perform the duties of the president if the president is absent or unavailable to perform his or her duties. The vice-president shall have all other powers, duties and responsibilities which may be delegated to him or her by the Board of Directors.

c) **Secretary**. The secretary shall keep the minutes of the proceedings of the annual meeting of Ambassadors, and of the Board of Directors in one or more books provided for that purpose; give all notices in accordance with these by-laws; be custodian of the records; keep a register of the post office address and contact information of each Ambassador which will be shared with all member organizations; have general charge of the books and records of the BVCF; and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned by the president of the Board of Directors.

d) **Treasurer**. The treasurer shall have charge of and be responsible for the funds of BVCF as provided by the MOU and shall deposit or cause to be deposited all monies of the BVCF in the name of the BVCF in such banks or other depositories as shall be selected by the

Board of Directors, carry out the directions of the investment committee, and finish such reports as shall be requested by the Board of Directors. The treasurer in general shall perform or cause to be performed all duties incident to the office of treasurer, and such other duties as from time to time may be assigned by the president or Board of Directors. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of these duties in such sum and with such surety or sureties as the Board of Directors determine.

e) **Establishment of Advisory Boards and Committees.** The Board of Directors may establish from time to time, and as it sees fit, advisory boards or any other committees, which it deems necessary to accomplish specific tasks of BVCF. The chairman of any such advisory boards or other committees shall be a ambassador of BVCF.

## ARTICLE V. FUNDS

Section 5.1 **Access.** How to access funds

Section 5.2 **Establishment.**

Section 5.3 **Requesting.**

## ARTICLE VI. AMBASSADORS.

Section 6.1 **Members.** Each organization with a charitable focus that is a part of the BVCF may nominate one person to serve as an ambassador. An ambassador should represent only one organization and will have a vote for that organization only.

Section 6.2 **Qualification of Ambassadors.** Ambassadors are to be selected for their knowledge of and commitment to addressing the educational, cultural, and charitable needs of the Blue Valley Community.

Section 6.3 **Duties of Ambassadors.** The duties of the of Ambassadors shall include attendance at the annual meeting, the election of a Board of Directors, providing information to the Board of Directors on the goals and accomplishments of their organization, and supporting and promoting the mission of the Foundation.

Section 6.4 **Annual Meeting.** The annual meeting of the Ambassadors shall be held once per year at a time a place designated by the Board of Directors.

Section 6.5 **Special Meetings.** Special meetings of the Ambassadors, for any purpose or purposes may be called by the President of the Board of Directors and shall be called by the president at the request of a majority of all the current Ambassadors entitled to vote at the meeting.

Section 6.6 **Place of Meeting**. The Board of Directors may designate from time to time any place within the Blue Valley Communities as the place of meeting for any annual meeting or for any special meeting called by the Executive Board.

Section 6.7 **Notice of Meeting**. Written notice stating the place, day and hour of the meeting, and in case of a special meeting the purpose or purposes for which the meeting is called, unless otherwise prescribed by statute, shall be delivered not fewer than five (2) nor more than fifty (35) days before the date of the meeting, personally, by electronic mail or by mail, by or at the direction of the president, or the secretary, or the persons calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the members to the address as it appears on the records of the BVCF, with postage thereon prepaid.

Section 6.7 **Quorum**. The current number of Ambassadors present shall constitute a quorum at any and all meetings of Ambassadors.

Section 6.8 **Term of Office**. Members should encourage participation from everyone in the community, but there will be no term limits on Ambassadors.

## **ARTICLE VII. CONTRACTS, LOANS, CHECKS AND DEPOSITS.**

Section 7.1 **Contracts**. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or to execute and deliver any instrument in the name of and on behalf of BVCF and such authority may be general or specific, all subject to the terms of the MOU.

Section 7.2 **Loans**. No loans shall be extended, and no indebtedness shall be incurred by BVCF unless authorized by a resolution of the Ambassadors. Such authority may be general or specific.

Section 7.3 **Checks, Drafts, etc.** All orders for the payment of money, and all notes or other evidence of indebtedness shall be executed by treasurer and one other board member determined by the Board of Directors.

Section 7.4 **Deposits**. All funds of BVCF not otherwise employed shall be deposited to the credit of the entity in such banks or other depositories as the Board of Directors may select, subject to approval by the BVCF and the terms of the MOU.

## **ARTICLE VIII. FISCAL YEAR.**

The fiscal year of BVCF shall begin on the first day of January and end on the 31st day of December in each year and the terms of office for Board of Directors shall begin immediately following the annual meeting.

## ARTICLE IX. INDEMNIFICATION OF AMBASSADORS AND OFFICERS.

Section 9.1 **Indemnification for Judgments and Expenses of the Board of Directors Acting in Good Faith.** The BVCF shall indemnify any person who was or is a party to or who is threatened to be made a party to any civil, administrative or investigative action (other than an action by or in the name of BVCF) by reason of the fact that such person was member of the Board of Directors, employee or agent of BVCF, or was serving at the request of BVCF as member of the Ambassadors against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of BVCF. The termination of any action, suit or proceeding by judgment, order, settlement, or its equivalent, shall not of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of BVCF.

Section 9.2 **Indemnification for Expenses Upon Successful Defense of Actions.** To the extent that a person who is a member of the Board of Directors or officer of BVCF has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 of this Article, or in defense of any claim, issue or other matter therein, the person shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred in connection therewith.

Section 9.3 **Determination of Good Faith.** Any indemnification under Section 1 of this Article (unless ordered by a Court) shall be made by BVCF only upon a determination that indemnification of the members of the Board of Directors is proper in the circumstances because he or she has met the applicable standard of conduct set forth in said Section 9.1. Such determination shall be made (1) by the Ambassadors by a majority vote of a quorum consisting of members who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable or, if obtainable, a quorum of disinterested members of the Ambassadors as they so direct, by independent legal counsel in a written opinion.

Section 9.4 **Advancement of Defense Expenses.** Expenses incurred in defending civil actions, suit or proceeding may be paid by BVCF in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors upon receipt of any undertaking by or on behalf of the Ambassadors or officer to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by BVCF as authorized in this Article.

Section 9.5 **Indemnification of Employees and Agents.** Persons who are not members of the Board of Directors or officers of BVCF but are employees or agents of BVCF or who are serving at the request of BVCF, may be indemnified to the extent authorized at any time, or from time to time, by the Board of Directors of BVCF.

Section 9.6 **Other Rights of Indemnified Parties.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which any person indemnified may be entitled to under any agreement, vote of disinterested Ambassadors, or otherwise, both as to action in his or her official capacity as at to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a member of the Board of Directors or officer and shall inure to the benefit of the heirs, executors, and administrators or such a person.

Section 9.7 **Amendment of Indemnification Rights.** The assumption by a person of a term of office as a member of the Board of Directors or officer of BVCF or at the request of BVCF, shall constitute a contract between such person and the BVCF entitling him or her during such term or office to all of the rights and privileges of indemnification afforded by this Article as in effect as of the date of his or her assumption of his term or office, but such contract shall not prevent the amendment of this Article in any respect for any further term of office of such person or in respect of any other person.

Section 9.8 **Purchase of Liability Insurance.** BVCF shall have power to purchase and maintain insurance on behalf of any person who is or was a member of the Board of Directors, employee or agent of BVCF, or is or was serving at the request of BVCF as a Ambassador, an officer, employee or agent against any liability asserted against him or her and incurred by him or her in any capacity, or arising out of his or her status as such, whether or not the BVCF would have the power to indemnify him or her against such liability under the provisions of these By-laws or under the provisions of any law of the State of Kansas.

#### **ARTICLE X. WAIVER OF NOTICE.**

Unless otherwise provided by law, whenever any notice is required to be given to any member of the Board of Directors of BVCF under the provisions of these By-laws or under the provisions of the MOU with the GMCF, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

#### **ARTICLE XI. AMENDMENTS**

The By-laws of BVCF may be altered, amended or repealed and new By-laws may be adopted by a majority vote of the Ambassadors after written notice of the proposed amendment given five (2) days prior to any special or regular meeting of the Board of Directors. Each Ambassadors may waive any and all notices with respect to any proposed amendment by a waiver of notice, in writing.

#### **ARTICLE XII. DISSOLUTION**

BVCF: (1) maybe dissolved by a two thirds majority vote of the Ambassadors of BVCF at a duly held meeting of such Ambassadors or (2) must be dissolved by the Board of Directors when it is clear that the purposes for which BVCF was founded no longer apply. Upon dissolution, the Board of Directors shall, after paying or making provision for the payment of all liabilities of BVCF, dispose of all of the assets exclusively for the purposes of BVCF to such organization(s) organized and operated exclusively for charitable, educational, or scientific purposes as shall at the time qualify as an exempt organization(s) under Section 501(c)(3) of the Internal Revenue Code as the Board of Directors shall determine.

**CERTIFICATE OF SECRETARY**

I, the undersigned, duly elected and acting secretary of BVCF, hereby certify that the above and foregoing Bylaws were duly adopted as and for the Bylaws of BVCF, and I further certify that the foregoing constitutes the Bylaws of BVCF, such adoption and approval having been made by vote of the Ambassadors of BVCF, at a meeting duly called and held \_\_\_\_\_, 2023, at which a quorum was at all times present on said day.

Date \_\_\_\_\_ Secretary \_\_\_\_\_