AGREEMENT TO ESTABLISH
THE METRO INTERAGENCY INSURANCE PROGRAM

This Agreement between Kirkwood Community College, Cedar Rapids Community School District, College Community School District, Linn-Mar Community School District, Marion Independent School District and Grant Wood Area Education Agency is an agreement to permit the area community college, school districts and area eduction agency, jointly, to make efficient use of their powers by enabling them to cooperate to form the METRO INTERAGENCY INSURANCE PROGRAM.

THE PARTIES AGREE as follows:

1. The parties to this agreement are as follows:

A. Kirkwood Community College, an Iowa community college organized and existing under the provisions of Iowa Code Chapter 280A. It is located in the counties of Benton, Black Hawk, Buchanan, Cedar, Clinton, Delaware, Dubuque, Iowa, Jackson, Jefferson, Johnson, Jones, Keokuk, Linn, Louisa, Poweshiek, Tama and Washington, State of Iowa, with its principal office at 6301 Kirkwood Boulevard, SW, Cedar Rapids, Iowa.

B. Grant Wood Area Education Agency, a body politic of the State of Iowa organized and existing under the provisions of Iowa Code Chapter 273. It is located in the counties of Benton, Cedar, Johnson, Jones, Iowa, Linn and Washington, State of Iowa, with its principal office at 4401 6th Street, SW, Cedar Rapids, Iowa.

C. Cedar Rapids Community School District, an Iowa school district organized and existing under the provisions of Iowa Code Chapter 274. It is located in the county of Linn, State of Iowa, with its principal office at 346 Second Avenue S.W., Cedar Rapids, Iowa.

D. College Community School District, an Iowa school district organized and existing under the provisions of Iowa Code Chapter 274. It is located in the counties of Benton, Johnson and Linn, State of Iowa, with its principal office at 401 76th Avenue, SW, Cedar Rapids, Iowa.

E. Linn-Mar Community School District, an Iowa school district organized and existing under the provisions of Iowa Code Chapter 274. It is located in the county of Linn, State of Iowa, with its principal office at 3333 North 10th Street, Marion, Iowa.

F. Marion Independent School District, an Iowa school district organized and existing under the provisions of Iowa Code Chapter 274. It is located in the county of Linn, State of Iowa, with its principal office at 305 2nd Avenue, Marion, Iowa.

FILE No. 10-2581
RECORDING FEE $ 30.00
TRANSFER FEE $
FILED FOR RECORD THE 3 DAY OF May, 19 90 AT 11:23 O'CLOCK A. M. BOOK 2 PAGE 5
STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
Misc.

2. PURPOSE. The purpose of this agreement shall be to provide a means by which the parties may jointly and cooperatively exercise powers, privileges and authority and proceed to establish the METRO INTERAGENCY INSURANCE PROGRAM for the purposes of administering an Agreement by and among the members, pursuant to the joint powers provisions of Iowa Code Chapter 28E, and of providing the services and other items necessary and appropriate for the establishment, operation and maintenance of an insurance program for health, dental, prescription drug, hospital service, medical service, life, disability, employee benefit or any other similar insurable risk or program administered by the METRO INTERAGENCY INSURANCE PROGRAM (the "Covered Programs") for the members thereof, to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding insurance and other programs, including self-insurance, and, if appropriate, to issue bonds or other obligations (the "obligations") and invest the proceeds on behalf of participating school entities to make funds available to carry out those purposes. Participating school entities may exercise their powers, privileges, or authority and make use of benefits jointly to which each participating school entity separately is entitled under state or federal legislative acts. The METRO INTERAGENCY INSURANCE PROGRAM shall use its best efforts to provide an insurance program to cover all health, dental, prescription drug, hospital service, medical service, life, disability, employee benefit or similar risks for which participating school entities have insurance coverage at the time a school entity agrees to participate in this Agreement.

The term "school entity" as used in this Agreement shall mean an "area community college" as defined in Iowa Code Section 280A.2 and Section 280A.16, a "school district" as defined in Iowa Code Chapter 274 or an "area education agency" as defined in Iowa Code Chapter 273.

3. NAME. The name under which the joint and cooperative activity shall be carried out is the METRO INTERAGENCY INSURANCE PROGRAM.

4. ORGANIZATION. The parties agree to form and participate in an Iowa nonprofit corporation, established under Iowa Code Chapter 504A, to be known as the METRO INTERAGENCY INSURANCE PROGRAM, more particularly described in the Articles of Incorporation attached herto as Exhibit A. The METRO INTERAGENCY INSURANCE PROGRAM shall have the powers, privileges and authority set forth in the Articles of Incorporation but shall have only such powers, privileges and authority of the school entities who are parties hereto as may from time to time be specifically authorized by the school entities. The METRO INTERAGENCY INSURANCE PROGRAM corporation shall adopt bylaws which contain provisions setting out the method of calling and holding meetings of the board of directors, defining the classes of membership, if any, and such other provisions for the regulation and management

of the METRO INTERAGENCY INSURANCE PROGRAM not inconsistent with law, this Agreement, the Articles of Incorporation or the Bylaws.

5. DURATION. This Agreement shall become effective upon execution by the parties hereto and filing with the Secretary of State of Iowa and recording with the Recorders of Benton, Black Hawk, Buchanan, Cedar, Clinton, Delaware, Dubuque, Iowa, Jackson, Jefferson, Johnson, Jones, Keokuk, Linn, Louisa, Poweshiek, Tama and Washington Counties, and shall continue in effect indefinitely until it is terminated as herein provided.

6. POWERS. Subject to Section 4 of this Agreement, the Board of Directors of the METRO INTERAGENCY INSURANCE PROGRAM shall have all powers, privileges and authority necessary and incidental to manage the affairs of the METRO INTERAGENCY INSURANCE PROGRAM, to exercise any power common to the members and to carry out the intent and purpose of this Agreement, not inconsistent with law, this Agreement, the Articles of Incorporation or the Bylaws.

7. ADMINISTRATION. The Board of Directors of the METRO INTERAGENCY INSURANCE PROGRAM shall select and appoint an Administrator and other necessary personnel.

8. FINANCING. The METRO INTERAGENCY INSURANCE PROGRAM shall not be operated for private profit but shall be operated to enhance the financial welfare of school entities to further their educational purposes.

The board of directors of the METRO INTERAGENCY INSURANCE PROGRAM shall operate on a fiscal year form July 1 to June 30 and shall establish an operating budget which shall include all revenue, including without limitation revenue from contracts, and all expenses of administration, operation, maintenance and other expenses. Each member shall pay for contracted services and shall make payments for contracted services as provided in the contract, Bylaws and by resolution of the board of directors.

To the extent that a participating school entity by contract authorizes the issuance of obligations on its behalf, the school entity shall be obligated to make such payments and repayments as may be required by the contract and shall pledge and dedicate all or part of the receipts in a Debt Service Fund established by the board of directors of the METRO INTERAGENCY INSURANCE PROGRAM for the payment of the obligations and the interest thereon.

9. AGREEMENT WITH OTHER SCHOOL ENTITIES. Any school entity organized under the laws of the State of Iowa may, after June 30, 1993, join in this Agreement by making application to the METRO INTERAGENCY INSURANCE PROGRAM. The board of directors of the METRO INTERAGENCY INSURANCE PROGRAM may approve the application and agreement upon a determination that the requirements of participation have been met. Upon approval and filing with the Secretary of State and recording by the County Recorder(s), the

school entity shall be a member under this Agreement and shall be bound by the terms and conditions of this Agreement, the Articles of Incorporation and the Bylaws.

10. WITHDRAWAL OR TERMINATION OF A MEMBER. After participating in the METRO INTERAGENCY INSURANCE PROGRAM for five complete fiscal years, members of the METRO INTERAGENCY INSURANCE PROGRAM may voluntarily withdraw from membership as of June 30 of any fiscal year, provided that the withdrawing member has notified the board of directors of the METRO INTERAGENCY INSURANCE PROGRAM in writing by June 30 of the preceding fiscal year, and provided further that the withdrawing member has paid in full all debts and obligations to the METRO INTERAGENCY INSURANCE PROGRAM, has complied with and performed all contracts with the METRO INTERAGENCY INSURANCE PROGRAM, and has complied with the sections of the Articles of Incorporation, this Agreement, and the Bylaws of the METRO INTERAGENCY INSURANCE PROGRAM regarding withdrawal. Without such notice, the member shall remain a member of the METRO INTERAGENCY INSURANCE PROGRAM.

A member may be involuntarily terminated as provided for in the Articles of Incorporation and the Bylaws.

The board of directors of the METRO INTERAGENCY INSURANCE PROGRAM shall determine under what circumstances a member which has given notice of intent to withdraw may revoke that notice, and under what circumstances a terminated or withdrawn member may apply for readmittance to the METRO INTERAGENCY INSURANCE PROGRAM.

Withdrawal by a member, whether voluntary or involuntary, shall not void any contract for services for the fiscal years during which the withdrawing member was a member, including the member's responsibility for any assessments for those years as determined by the board of directors in the manner outlined in the Bylaws of the METRO INTERAGENCY INSURANCE PROGRAM. The withdrawing member shall have no claim on the assets of the METRO INTERAGENCY INSURANCE PROGRAM except and to the extent as outlined in the Bylaws of the METRO INTERAGENCY INSURANCE PROGRAM. Withdrawal by a member shall not constitute termination of the Agreement.

11. DISSOLUTION AND DISPOSITION OF PROPERTY. This Agreement may be terminated by a vote of a majority of the members, and the METRO INTERAGENCY INSURANCE PROGRAM may be dissolved or liquidated in accordance with the Articles of Incorporation and the Bylaws.

If this Agreement is terminated, all assets of the METRO INTERAGENCY INSURANCE PROGRAM shall be distributed as provided in the Articles of Incorporation and the Bylaws. On termination of this Agreement and dissolution or other liquidation of the METRO INTERAGENCY INSURANCE PROGRAM, all property and assets remaining after payment of liabilities shall be distributed in accordance

with the plan of distribution adopted by the board of directors of the METRO INTERAGENCY INSURANCE PROGRAM.

12. AMENDMENTS. This Agreement may be amended by a written instrument approved by all of the school entities which are party to this agreement at the time of amendment. The Articles of Incorporation and the Bylaws of the METRO INTERAGENCY INSURANCE PROGRAM may be amended as provided in the Articles of Incorporation and the Bylaws, or in such manner as may be hereafter prescribed under the laws of the State of Iowa.

13. BINDING EFFECT. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and assigns.

14. EXECUTION IN COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15. SEVERABILITY. If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement be held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the members, to the full extent permitted by law. Failure of a member to enter into this Agreement in accordance with Iowa law or inability of a member to be a party to this Agreement shall not affect the validity or enforcibility of this Agreement as to all other members.

IN WITNESS WHEREOF, the parties hereto have executed this instrument by their respective duly authorized officers.

KIRKWOOD COMMUNITY COLLEGE

April 26, 1990

By Wayne T. Newton
President, Board of Directors
Wayne T. Newton

Attest:
Judith A. Glass
Secretary, Board of Directors
Judith A. Glass

STATE OF IOWA )
) SS:
COUNTY OF LINN )

On this 26th day of April, 1990, before me, a Notary Public, in and for said County in the State of Iowa, personally appeared Wayne T. Newton, and Judith A. Glass, to me personally known and to me known to be the President and Secretary of Kirkwood Community College, the said corporation described in and which executed the within and foregoing instrument to which this is attached; that the corporation has no seal, and that said instrument was executed and signed on behalf of said corporation by authority of its board of directors; and that the said Wayne T. Newton and Judith A. Glass, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

W. Sue Lightfoot
Notary Public
W. Sue Lightfoot