

REC 9/10/00
 AND
 R.L.F. 5/00
 COMPUTER ✓
 RECORDED ✓
 COMPARED ✓

FILED NO. 468
 BOOK 43 PAGE 600
 96 AUG 16 PM 2: 25
 MICHELLE UTSLER
 RECORDER
 MADISON COUNTY, IOWA

Preparer

Information: Thomas G. Bredeweg 317 Sixth Ave., Suite 1400 DSM, IA 50309-4122 (515)244-7282
 Name Street Address City/State/Zip Phone

Return to Preparer

RESTATED AGREEMENT OF THE IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION

Iowa Municipalities Workers' Compensation Association, an association organized and existing under the provisions of Iowa Code Chapter 28E and all amendments thereto, with all the rights, powers and privileges vested in and conferred upon such an association under the laws of the State of Iowa, hereby adopts, executes and acknowledges the following Restated Agreement of Iowa Municipalities Workers' Compensation Association.

ARTICLE I. Name-Place of Business

Section 1. The name of this association is Iowa Municipalities Workers' Compensation Association.

Section 2. The principal place of business of this association is located in Des Moines, Polk County, Iowa, and the principal address of the association is: 317 Sixth Avenue, Suite 1400, Des Moines, Iowa 50309-4122.

ARTICLE II. Purposes-Powers-Members

Section 1. The purpose of this association is to allow Iowa municipalities to comply jointly with the provisions of Iowa Code Chapter 87 by pooling the risks of their workers' compensation and related employer liability.

Section 2. In order to carry out these purposes, the association shall exercise and enjoy all of the powers, privileges and authority exercised or capable of exercise by a municipality of this state, in meeting its obligations under Iowa Code Chapter 87 including, but not limited to, the power to issue bonds, notes or other obligations on behalf of participating municipalities or to otherwise assist in the issuance by such municipalities of such obligations; to make funds available to provide programs of risk sharing, insurance and risk management services in connection with workers' compensation claims and to assist municipalities in establishing financial reserves for such purposes; provided, however, that nothing herein shall prevent any of the parties hereto from separately exercising any such powers, privileges or authority. This association shall have no power to levy taxes.

Section 3. Membership in this association shall be limited to Iowa municipalities, which term for purposes of this Agreement includes all cities and counties of the state of Iowa and any other political subdivision which may be authorized by the provisions of Iowa Code Section 87.4 to join an association comprised of cities or counties, or both, which have entered into an agreement under Chapter 28E to establish a self-insurance program for the payment of workers' compensation benefits. Any municipality may apply for membership in the association. The association, in its full discretion, shall accept or reject each application.

ARTICLE III. Effective Date--Termination-Disposal of Assets

Section 1. The effective date of this Restated Agreement shall be the date this Restated Agreement is filed with the Secretary of State of Iowa and recorded with the county recorder in Polk County and with the county recorder of each county in which a member is located.

Section 2. This Agreement becomes effective as to any other municipality on the date the application of the municipality to become a member is approved by the association and a copy of such approved application and of the resolution of the governing body of the municipality authorizing such application is filed with the secretary of state and is recorded with the county recorder in the county in which the municipality is located; a copy of this Agreement shall also be recorded in said county if said Agreement has not previously been recorded.

Section 3. This Agreement shall continue in effect until terminated by the Board of Trustees. This Agreement may not be terminated and the association may not dissolve or liquidate unless all debts and obligations of the association have been paid in full, or provision for such payment in full has been made, in accordance with the appropriate debt instruments, and unless all contracts and agreements entered into by the association have been complied with or performed.

Section 4. Upon termination of this Agreement, any assets of the association not required to be maintained in a reserve for the payment of claims, debts or obligations, and any assets remaining after all claims, debts and obligations have been settled and disposed of, shall be returned to the participating municipalities pursuant to the rules of the association.

Section 5. Any municipality may withdraw from this association in accordance with the rules of the association. No municipality may withdraw unless all of its debts and obligations to the association have been paid in full, or provision for such payment in full has been made, and unless it has complied with and performed all contracts and agreements with the association.

Section 6. The membership of a municipality may be cancelled by the association in accordance with its Bylaws and rules.

ARTICLE IV. Board of Trustees

Section 1. The business and affairs of this association shall be managed and conducted by a Board of Trustees consisting of such number as may be designated in the Bylaws of the association. The members of the Board of Trustees shall be elected by the participating municipalities, pursuant to procedures designated in the Bylaws of the association.

Section 2. A Trustee shall receive no compensation for serving as a Trustee of the association.

Section 3. A Trustee and any officer of the association, as a condition of accepting said office, shall be reimbursed by the association for expenses actually and necessarily incurred in serving as a Trustee. A Trustee shall not be personally liable for a claim based upon an act or omission of the Trustee performed in the discharge of the Trustee's duties, except for acts or omissions which involve intentional misconduct or knowing violation of the law or for a transaction from which the Trustee derived an improper personal benefit. A Trustee shall be indemnified against expenses actually and necessarily incurred in connection with the defense of any action, suit or proceeding in which the Trustee is made a party by reason of having been or being a Trustee or officer of the association, unless such action, suit or proceeding involves one of the exceptions noted above.

ARTICLE V. Execution of Documents

Section 1. Deeds, mortgages, contracts, conveyances and other instruments creating, conveying, granting or releasing any interest in real estate and all other instruments or contracts having or requiring the acknowledgement of this association shall be sufficiently executed if signed by two of its officers as defined in the Bylaws.

Section 2. The Bylaws of the association or a special resolution of the Board of Trustees may provide for other methods of execution of any instruments referred to in this Article V.

Section 3. This association shall not have a seal.

ARTICLE VI. Meeting-Officers-Bylaws

Section 1. This association shall have an annual meeting and may have such other and special meetings at such times and places, and with such notice as is provided in the Bylaws.

Section 2. This association may have such officers and assistant officers as may be deemed necessary by the Board of Trustees and the number, manner of selection or election, term of office and other related matters shall be provided in the Bylaws.

Section 3. The association may adopt Bylaws and rules for the regulation and management of the affairs of this association not inconsistent with these Articles or the laws of the State of Iowa.

ARTICLE VII. Financing-Administration

Section 1. The association may finance this joint undertaking through: a) the issuance on behalf of the municipalities of bonds, notes or other obligations, b) payments from its members, c) the money earned from the lawful investment of the proceeds of such bonds, notes, obligations or contributions, and d) all other monies which shall be received by the association in connection with the administration of its operations.

Section 2. The board shall approve a budget for the coming year based on anticipated receipts from all sources and anticipated expenses including reserves required to be maintained during the coming year.

Section 3. The association may use its funds to pay all lawful expenses of the association, and shall make all payments which it considers reasonable in carrying out its purposes, including but not limited to: the payment of any bonds, notes or other obligation of the association, and interest and premium, if any; direct payments of workers' compensation claims; the payment of premiums for insurance and reinsurance policies; the establishment of such reasonable reserves as it may be required to maintain; and the expenses incurred in carrying out its purposes.

Section 4. In accordance with its rules, the association shall be obligated to return to the participating municipalities the excess of premium contributions and other income over costs, expenses, losses, and such reasonable reserves as may be required to be maintained by applicable law, or by the Board of Trustees.

Section 5. The association shall establish rules for the payment of workers' compensation benefits and related employer liability claims against any participating municipality. Each participating municipality agrees to comply with these rules, and further agrees that the association, its administrator, and service agent will have full authority to handle, investigate and dispose of all claims for workers' compensation and related employer liability made against the municipality.

Section 6. The association shall appoint an administrator. The administrator shall have power and authority to implement the policy of the association and to supervise its activities and funds, pursuant to applicable state and federal laws, rules, regulations and contractual arrangements. The administrator shall be entitled to such fees for its services as may be agreed to by the association and the administrator.

Section 7. The association may appoint a service agent to advise the administrator in all matters relating to the supervision of its activities and funds, including but not limited to determining the amount of annual premium contributions required to be made by the participating municipalities; handling, investigating and disposing of claims against the participating municipalities; advising the administrator on the proper establishment and maintenance of necessary reserves; recommending the proper amount of reinsurance; providing reports and accounting necessary to be filed with an applicable agency; and presenting programs to the members relating to the elimination of safety hazards. The service agent shall be entitled to such fees for its services as may be agreed to by the association and the service agent.

Section 8. The association shall obtain excess insurance coverage or provide proof that adequate funds are available to cover losses, in accordance with applicable laws, rules and regulations.

Section 9. Each participating municipality agrees that, to the extent permitted by Iowa law and unless otherwise provided for in the rules or by contract with the association, it will be responsible for its pro-rata share of any workers' compensation or related employer liability claims which exceed the association's resources available to pay such claims.

Section 10. In the event the association pays any claims against a municipality, the association shall be subrogated to the extent of such payment to all the rights of the municipality against any person or other entity legally responsible for such loss, and the municipality agrees to render all reasonable assistance to effect recovery.

Section 11. The liability of the association to the employees of any participating municipality shall be specifically limited to such obligations as are imposed by law against any municipality for workers' compensation and related employer liability.

ARTICLE VIII. Appropriate Action

Section 1. This Restated Agreement correctly sets forth the provisions of the Agreement of the association as heretofore and hereby amended; has been duly adopted by the association; and supersedes the original Agreement and all amendments thereto.

ARTICLE IX. Amendment

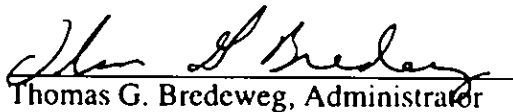
Section 1. This Restated Agreement may be altered, amended or repealed and a new Agreement may be adopted by the Board of Trustees provided that before any change becomes effective, it must first be filed in the manner provided for filing this Restated Agreement.

STATE OF IOWA

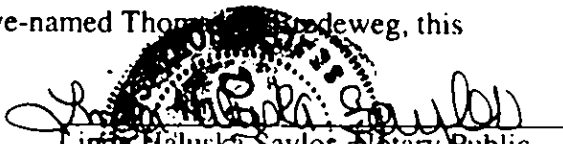
SS:

POLK COUNTY

I hereby certify that the documents attached hereto are true copies of the originals thereof which are on file in the permanent records of the Iowa Municipalities Workers' Compensation Association.


Thomas G. Bredeweg, Administrator

Subscribed in my presence and sworn to before me by the above-named Thomas G. Bredeweg, this
8 day of August, 1996.


Linda Haluska Saylor, Notary Public
(Seal)
