



Iowa Municipalities Workers' Compensation Association

100 Court Avenue
Suite 209
Des Moines, Iowa 50309
(515) 244-7282

TO: County Recorder

SUBJECT: Iowa Municipalities Workers'
Compensation Association (IMWCA)

The documents noted below are hereby submitted for recording in your office:

- _____ 1. Original Articles of Agreement for IMWCA.
- _____ 2. Resolutions of cities located in your county which joined IMWCA prior to September 23, 1987.
- ✓ _____ 3. Amendments to original IMWCA Articles of Agreement, adopted September 23, 1987.
- _____ 4. Resolutions and Applications for membership of cities located in your county which joined IMWCA after September 23, 1987.
- _____ 5. Resolution and application for membership in IMWCA from your county Board of Supervisors.

Our check for the filing fee is enclosed. \$10⁰⁰

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.

Peter B. King
Peter B. King
Administrator

Subscribed in my presence and sworn to before me by the above-named Peter B. King, this 3 day of June, 1988.

FILED NO. **2238**
BOOK 38 PAGE 410

1988 JUN -6 AM 10:06

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee \$10.00

Compared

Robert E. Josten
Notary Public
(Seal)



"Section 3. The Association may adopt by-laws and rules for the regulation and management of the affairs of the Association not inconsistent with the Agreement or the laws of the State of Iowa."

I. The title of Article VII is amended to read as follows:

"ARTICLE VII
FINANCING-ADMINISTRATION"

J. Section 1 of Article VII is amended to read as follows:

"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 payments, and d) all other monies which shall be received by the Association in connection with the administration of its operations."

K. Sections 3 through 12 of Article VII are amended to read as follows:

"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 obligations 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 and regulations, the Association shall be obligated to return to the participating municipalities the excess of contributions and other income over costs, expenses, losses and such reasonable reserves as may be required by law, or by the Board of Trustees, to be maintained."

"Section 5. The Association shall establish rules and regulations 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 regulations, 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 and 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 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 insurance, providing the review and accounting necessary to be filed with the Iowa Commissioner of Insurance; 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 state 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 which are available to pay such claims."

"Section 10. The Association shall determine the premiums of each municipality by applying the municipality's experience modification, as established by the National Council on Compensation Insurance, to the standard rates for the exposure to the risk. The calculation of a premium may include a discount from standard premiums. The standard rates and premiums are to be compiled by the National Council on Compensation Insurance and are to be approved by the Iowa Commissioner of Insurance. Each municipality agrees to make prompt payment of these premiums."

"Section 11. In the event the Association pays any claim 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 12. 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 employer's liability related to workers' compensation."

L. Section 13 of Article VII is repealed.

M. Section 2 of Article VIII is amended to read as follows:

"Section 2. None of the municipalities jointly creating the Association is required to participate in any fund or program established by the Association, but may do so subject to the same conditions and restrictions as are placed on other municipalities."

N. Article IX is amended to read as follows:

"These Articles may be altered, amended or repealed and new Articles may be adopted by the Trustees at any annual or special meeting of the Trustees, provided that before any change becomes effective, it must first be approved by the Iowa Commissioner of Insurance and filed in the manner provided for filing the Agreement."

Section 3. Each other Section, Article or portion thereof not amended above remains fully effective."

AMENDMENTS TO
AN AGREEMENT FORMING THE

IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION

Section 1. These amendments to An Agreement Forming the Iowa Municipalities Workers' Compensation Association (the "Agreement") shall become effective upon approval by the Iowa Commissioner of Insurance and by sufficient participating municipalities constituting a majority of the paid in dollar volume of contributions to the Iowa Municipalities Workers' Compensation Association (the "Association") during the current fiscal year and upon filing of copies of these amendments with the Iowa Secretary of State and with the appropriate county recorders in accordance with Chapter 28E of the Code of Iowa and Article IX of the Agreement.

Section 2. The Agreement is hereby amended as follows:

A. Wherever in the Agreement the term "Board of Directors" is used, there shall be substituted the term "Board of Trustees."

B. Sections 2 and 3 of Article II are amended to read as follows:

"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 Chapter 87, The Code, 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. The Association shall have no power to levy taxes.

Section 3. Membership in the Association shall be limited to Iowa municipalities, which term for purposes of this Agreement includes all cities and counties of the state of Iowa. Any municipality may apply for membership in the Association. The Association, in its full discretion, shall accept or reject each application."

C. The title of Article III is amended to read as follows:

"ARTICLE III
EFFECTIVE DATE-DURATION-TERMINATION-DISPOSAL OF ASSETS-
WITHDRAWAL OF MEMBERS"

D. Sections 2, 3 and 4 of Article III are amended to read as follows:

"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 copies of such approved

application and of the resolution of the governing body of the municipality authorized to file such application are filed with the secretary of state and 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 the Agreement has not previously been so recorded.

Section 3. This Agreement shall continue in effect until terminated by the Board of Trustees, provided that the termination shall not be effective until written notice thereof has been filed with the Iowa Commissioner of Insurance and the manner and method of disposing of outstanding claims has received the approval of the Commissioner. 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."

E. A new Section 5 is added to Article III as follows:

"Section 5. Any municipality may withdraw from this Agreement 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."

F. Section 1 of Article IV is amended to read as follows:

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

G. Section 4 of Article IV is amended to read as follows:

"Section 4. 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."

H. Section 3 of Article VI is amended to read as follows: