



MISSISSIPPI MUNICIPAL SERVICE COMPANY  
MISSISSIPPI MUNICIPAL WORKERS' COMPENSATION GROUP

Government Entity \_\_\_\_\_

*Initial:* \_\_\_\_\_

MISSISSIPPI MUNICIPAL WORKERS' COMPENSATION GROUP  
APPLICATION, INDEMNITY AGREEMENT AND POWER OF ATTORNEY

This Application, Power of Attorney and Indemnity Agreement is made by and between each and every Member of the Mississippi Municipal Workers' Compensation Group (GROUP), and by said Group itself, and is based upon the following understandings by the parties.

The Members have organized and formed a SELF-INSURANCE FUND which shall be known as MISSISSIPPI MUNICIPAL WORKERS' COMPENSATION GROUP, hereinafter referred to as the "GROUP".

Each member of the GROUP has elected to become a party to this agreement, to comply with conditions set forth herein and to establish a self-insurance GROUP pursuant to the provisions of Mississippi Law and the Rules of the Workers' Compensation Commission, and to execute such instruments and take such action as may be required to form and continue such GROUP. In consideration of the mutual covenants, promises and obligations contained in the Agreement, which are given and accepted by the GROUP and by each and every Member to each other Member of the GROUP, the parties agree as follows:

1. The GROUP, through its Board of Trustees, hereinafter referred to as the “BOARD”, shall collect all premiums and assessments owed by each and every Member when same is due, or the GROUP shall promptly terminate the membership of any delinquent Member as provided by the cancellation requirements and shall take all reasonable and necessary actions to collect delinquent accounts from any Member
2. The GROUP may acquire excess insurance for the protection of its Members against catastrophic loss.
3. Each and every Member jointly and severally agrees to assume, pay, and discharge any liability under the GROUP of any and all Members of the GROUP, and each Member agrees to pay any assessments as may be required by the BOARD.
4. Each and every Member authorized the BOARD to be empowered to accept service on behalf of the GROUP and its Members and shall have the power of attorney of each and every Member in all transactions relating to or arising out of the operation of the GROUP.
5. Regardless of whether the Member terminates its membership from the GROUP voluntary; or whether such membership is either terminated the GROUP or otherwise, the above Agreement shall continue in force and effect and shall remain completely unabated concerning any and all liabilities and obligations that the GROUP, or its Members, may incur resulting from and Group fiscal year in which the Member participates in the Group.

6. The Members intend this Agreement as a mutual covenant of assumption and not as a partnership, but if any court of competent jurisdiction shall construe it to be a partnership, then it is the intent of the parties that such partnership be limited in scope to the uses for which this Agreement is executed and for no others.
7. The GROUP and each and every Member agree with each other Member, including any future Members, to be bound by all of the terms and conditions of this Agreement, by the rules, and regulations that may be adopted and approved by the BOARD and by the By-Laws of the GROUP.
8. The members jointly and severally covenant and agree that there shall be no disbursements out of monies of the GROUP by way of dividends or distribution of claim reserves until after provision has been made for all obligations of the GROUP except at the discretion of the BOARD.
9. Cooperation with Loss Control/Recommendations  
The Undersigned Governmental Entity agrees that it will cooperate in instituting any and all reasonable safety regulations and/or loss control recommendations that may be recommended for the purpose of eliminating or minimizing hazards that would contribute to Workers' Compensation losses. In the event that the recommendations submitted by the contractor on behalf of the GROUP seem unreasonable, the Government Entity has a right to appeal to the Board of Trustees (or the Loss Control Committee) and the decision of the Board shall then be final.

10. Withdrawal by Governmental Entity  
Any governmental Entity may withdraw from the GROUP at the end of any year by giving at least sixty (60) days notice in writing to the Board and/or the Administrator of its desire to so withdraw. The Member withdrawing may not withdraw the reserves on any of the claims that are being paid from or reserved by the Group or will be required to be repaid from the GROUP. Unless otherwise agreed to in writing by the GROUP, all pending claims against the Member will continue to be obligations of the GROUP. Dividends, declared, will be proved to all members who were members during the fiscal year for which the dividends are declared.
11. Non-Payment of Premium  
In the event that the Governmental Entity fails or refuses to make the payments of premiums as herein provided (and/or Provided in the Rating Procedures Guide), the GROUP reserves the right to terminate such Governmental Entity by giving ten (10) days written notice and to collect any all premiums that are earned pro-rata for the period preceding contact termination. Any Member that is terminated hereunder shall not be entitled to any of the dividends that have not been paid at that time.
12. Does the City have any volunteers working for the City? (Applicable to Cities.) \_\_\_\_\_ Yes \_\_\_\_\_ No
13. Does the City participate in the Work Fare Program? (Applicable to Cities.) \_\_\_\_\_ Yes \_\_\_\_\_ No



MISSISSIPPI MUNICIPAL SERVICE COMPANY  
MISSISSIPPI MUNICIPAL WORKERS' COMPENSATION GROUP

Entity: \_\_\_\_\_

Represented By \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

Witness Signature \_\_\_\_\_ Date \_\_\_\_\_

I hereby certify that before me, an officer duly authorized and acting appeared  
\_\_\_\_\_ known to me to be the person who executed the  
said application.

WITNESS by hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

THE ABOVE APPLICANT is hereby approved for continuing membership in the  
Mississippi Municipal Workers' Compensation GROUP.

\_\_\_\_\_  
Authorized Group Representative