

## **INDIVIDUAL APPLICATION**

### ***MASSACHUSETTS POLICE ASSOCIATION, INC.***

#### ***LEGAL DEFENSE FUND***

I, \_\_\_\_\_, am an active member in good standing of Massachusetts Police Association, Inc. and an employee of the \_\_\_\_\_ Police Department. I hereby apply to Massachusetts Police Association, Inc. for membership in the Massachusetts Police Association, Inc. Legal Defense Fund and enclose herewith the amount of \$250.00 for my first year's membership. I understand that in order to continue my membership uninterrupted beyond the anniversary date of the acceptance of this application I must pay on or before that anniversary date the annual membership fee (as established from time to time by the Massachusetts Police Association, Inc. Legal Defense Fund Committee).

I also understand and agree that in executing this application I am agreeing to the terms and conditions printed on the back of this application and as modified from time to time by the Contract for Legal Services between Massachusetts Police Association, Inc. and the Legal Defense Fund attorneys. I have read those terms and conditions and understand them.

I also understand and agree that my membership in the Legal Defense Fund will automatically terminate for all qualifying employment-related incidents that occur after any of the following events:

- (1) Termination of my employment as a law enforcement officer;
- (2) Termination of my membership in Massachusetts Police Association, Inc.;
- (3) Termination of my member association's membership in Massachusetts Police Association, Inc.; or
- (4) My failure to pay the annual membership fee in a timely manner to the Chairman of the Legal Defense Fund Committee.

Any member terminated by any of these reasons shall not be entitled to any refund or rebate of any previously paid membership fees.

I hereby assign and transfer to the Massachusetts Police Association, Inc. Legal Defense Fund any and all rights to indemnification from for the cost of legal representation that I have or may have against my employer. I agree to cooperate with the Legal Defense Fund in recouping any amounts expended by the Fund for legal fees and costs and, upon request, to execute any and all documents necessary or convenient to facilitate a recovery by the Legal Defense Fund. If I have a right of action against any party for legal fees and costs and do not wish to pursue it, I will, upon request, assign

such right of action to the Legal Defense Fund or its assigns, to the extent lawfully permissible and assist the Legal Defense Fund in its prosecution of this cause of action. In the event that I recover compensation or damages from any third party that includes the costs of any legal services provided to me hereunder, I shall fully reimburse the Massachusetts Police Association, Inc. Legal Defense Fund for the payments it made on my behalf.

I understand that the attorneys provided to me by the Legal Defense Fund have no obligation or duty to pursue or inquire into indemnification by my employer or its insurer.

Date: \_\_\_\_\_ Applicant: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

For those members joining during the year please understand it will be a prorated fee. The monthly fee is \$20.84 times the remaining months left in the year. If you join from June through December, your fee will be \$20.84 times the number of months left **PLUS the next year's fee of \$250.**

January – December	<b>\$250.00</b>	
February – December	<b>\$229.24</b>	
March – December	<b>\$208.40</b>	
April – December	<b>\$187.56</b>	
May – December	<b>\$166.72</b>	
June – December	\$145.88 + \$250.00	<b>=\$395.88</b>
July – December	\$125.40 + \$250.00	<b>=\$375.04</b>
August – December	\$104.20 + \$250.00	<b>=\$354.20</b>
September – December	\$83.36 + \$250.00	<b>=\$333.86</b>
October – December	\$62.52 + \$250.00	<b>=\$312.52</b>
November – December	\$41.68 + \$250.00	<b>=\$291.68</b>
December – December	\$20.84 + \$250.00	<b>=\$270.84</b>

## **TERMS AND CONDITIONS**

**Date of Incident.** In order to receive the benefits provided by the Massachusetts Police Association, Inc. Legal Defense Fund a member must be in good standing on the date of the police employment-related incident that caused the charges to be brought or contemplated against the member.

**Legal Services.** Subject to verification of being a member in good standing at the time of the incident, the member is entitled to legal representation by the Legal Defense Fund attorneys free of any additional charge in any civil, criminal, administrative or departmental action for charges brought against him\her for activities arising out of or in the course and scope of his\her law enforcement employment, regardless of whether the member was on duty at the time of the underlying incident. This benefit also includes any reasonable legal, investigative and advisory services prior to the commencement of any such proceedings whenever it appears reasonably probable that such proceedings may be commenced. It also includes any investigative services and fees, expert consultations and fees, costs and expenses of suit, and other cost items deemed necessary by the Legal Defense Fund attorneys for the vigorous defense of the member.

**Duty to Cooperate.** THE MEMBER SHALL COOPERATE WITH THE ATTORNEYS REPRESENTING HIM\HER AND SHALL, UPON REQUEST OF THE ATTORNEYS, ASSIST IN A TIMELY MANNER IN THE CONDUCT OF HEARINGS, DISCOVERY, LOCATION OF WITNESSES, RECOVERY OF DOCUMENTS, OR OTHERWISE AS INSTRUCTED OR REQUESTED BY THE ATTORNEYS IN FURTHERANCE OF HIS\HER DEFENSE. FAILURE TO ASSIST SHALL BE GROUNDS FOR THE ATTORNEYS TO TERMINATE OR SEEK TERMINATION OF THEIR REPRESENTATION OF THE MEMBER AND FOR THE LEGAL DEFENSE FUND TO REFUSE TO PAY FURTHER BENEFITS ON BEHALF OF THE MEMBER FOR THAT QUALIFYING INCIDENT, AND IT RENDERS THE LEGAL DEFENSE FUND FREE FROM ANY FURTHER RESPONSIBILITY OR LIABILITY TO THE MEMBER FOR THAT QUALIFYING INCIDENT.

**Appeals.** The member is not entitled to legal representation via an appeal beyond arbitration, Civil Service Commission, Superior Court, or federal District Court without approval from the Massachusetts Police Association, Inc. Legal Defense Fund Committee unless it is in defense of a favorable decision or result.

**Representation by Employer.** In any proceeding where, whether by collective bargaining agreement, contract, custom, policy, election, statute, bylaw, or ordinance, the individual member's employer agrees, elects or undertakes to provide a defense and further agrees to indemnify the individual member for any loss, liability or judgment arising out of the proceeding, then the Legal Defense Fund shall not be required to afford any benefits for that proceeding. If, however, the employer refuses to defend the member, the Legal Defense Fund will provide legal representation hereunder, and will be subrogated to the individual member's rights against the member's employer; provided, however, that if the employer agrees to defend the member, but fails to indemnify the member or reserves its decision to indemnify pending the outcome of the proceedings, then the member may elect to receive benefits, and the Fund shall, if the employee so elects, proceed to afford the benefits provided, and shall be subrogated to the individual member's rights against the employer, or the employer's insurer, if any.

**Judgments.** Massachusetts Police Association, Inc. and\or its Legal Defense Fund or any of the individual officers, agents, servants or employees of Massachusetts Police Association, Inc. and\or its Legal Defense Fund shall not be liable in any respect for any judgment, damages or the like arising out of the prosecution of any claim against any of the individual members herein involved or enrolled in the Legal Defense Fund.

**Conflicts of Interest.** In the event that a conflict of interest arises in the representation of a member by a particular Legal Defense Fund law firm, then another Legal Defense Fund law firm shall take over representation of the member. If neither law firm can represent the member because of a conflict of interest, the Massachusetts Police Association, Inc. Legal Defense Fund Committee shall select and employ another attorney or law firm to represent the member. The committee may solicit the attorneys' and member's advice or consultation before making its choice.

**Outside Counsel.** The Legal Defense Fund attorneys will be at all times responsible for the defense of the individual members. If the attorneys determine that outside counsel is desirable for the defense of the member concerned, the Legal Defense Fund Committee shall select the outside counsel, but it may solicit the attorneys' and member's advice before making its choice. Before any outside counsel begins representation, the member must execute a waiver absolving the Massachusetts Police Association, Inc. Legal Defense Fund of any responsibility or liability flowing from the employment of the outside counsel, except for payment for services rendered.

**Merits of the Case.** In the event any individual member of the Legal Defense Fund fails or refuses to accept the advice of counsel with respect to the merits of any claim, the member shall be free to employ other counsel at his\her own expense to represent him\her, and the Legal Defense Fund shall be free from any further responsibility or liability to the member.

**Confidentiality.** Each individual member to whom assistance is rendered under this plan is entitled to the same rights and considerations, including the right of confidentiality, to which any other client of an attorney is entitled. The Legal Defense Fund, its officers, agents or employees shall not require the Legal Defense Fund attorneys to reveal to any other persons any matters revealed to them in confidence by any member in the course of their representation without the member's permission.

**Coverage.** The determination of the Massachusetts Police Association, Inc. Legal Defense Fund Committee shall be final and conclusive in connection with any dispute arising as to coverage or benefits derived from this Legal Defense Fund. The committee shall hear from the member before any adverse determination of coverage or benefits.