

**INDIVIDUAL APPLICATION**  
**MASSACHUSETTS POLICE ASSOCIATION**  
**LEGAL DEFENSE FUND, INC.**

I, \_\_\_\_\_, am an active member in good standing of the Massachusetts Police Association, Inc. and an employee of the \_\_\_\_\_

Police Department, I hereby apply to Massachusetts Police Association Legal Defense, Inc. (MPALDF, Inc.) for membership. I understand that in order to continue my membership uninterrupted once this application has been accepted, I must pay on or before December 31<sup>st</sup> of any calendar year the annual membership fee of \$300.00 (as established by the Massachusetts Police Association Legal Defense Fund, Inc. 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 the Massachusetts Police Association Legal Defense Fund, Inc. and the Legal Defense Fund attorneys. I have read and understand the aforementioned terms and conditions.

I also understand and agree that my membership in the MPALDF, Inc. will automatically terminate for all employment-related incidents that occur after any of the following events:

1. Termination of my employment as a sworn law enforcement officer;
2. Termination of my membership in the Massachusetts Police Association, Inc.;
3. Termination of my member (Department) association's membership in the Massachusetts Police Association, Inc. if membership is paid as a group; or
4. My failure to pay the annual membership fee by January 31<sup>st</sup> to the MPALDF Inc. Treasurer

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 MPALDF, Inc. 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 MPALDF, Inc. in recouping any amounts expended by the MPALDF, Inc. for legal fees and costs and, upon request, to execute any and all documents necessary or convenient to facilitate a recovery by the MPALDF, Inc. 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 MPALDF, Inc. or its assigns, to the extent lawfully permissible and assist the MPALDF, Inc. 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 MPALDF, Inc. for the payments it made on my behalf.

I understand that the attorneys provided to me by the MPALDF, Inc. have no obligation or duty to pursue or inquire into indemnification by my employer or its insurer.

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

APPLICANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

EMAIL: (NOT WORK) \_\_\_\_\_

Home/Cell Phone: \_\_\_\_\_

All checks should be made payable to the MPA Legal Defense Fund Inc. and mailed to PO Box 3098 Worcester, MA 01613.

***For NEW members ONLY joining during the year your fee will be prorated. The current monthly fee schedule is \$25.00 per month and is as follows:***

January thru December	<b>\$300.00</b>	February thru December	<b>\$275.00</b>
March thru December	<b>\$250.00</b>	April thru December	<b>\$225.00</b>
May thru December	<b>\$200.00</b>	June thru December	<b>\$175.00</b>
July thru December	<b>\$150.00</b>	August thru December	<b>\$125.00</b>
September thru December	<b>\$100.00</b>	October thru December	<b>\$75.00</b>
November thru December	<b>\$50.00</b>	December 1 <sup>st</sup> thru 31st	<b>\$25.00</b>

**I agree with the Terms and Conditions of the MPA Legal Defense Fund**

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**\*\*\*IMPORTANT NOTICE\*\*\***

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**Please be advised as of January 1, 2021 the annual MPA Legal Defense Fund membership fee will be \$300.** *Note: This is the first increase in more than 12 years and is necessitated by rising legal costs and fees associated with our commitment to continue and deliver the unparalleled legal protection the Massachusetts Police Association Legal Defense Fund currently provides our members. Here at the Legal Defense Fund, the protection of an individual officer's rights and interests are, and will always be, our foremost concern.*

# Massachusetts Police Association Legal Defense Fund, Inc.

## TERMS AND CONDITIONS

**Date of Incident.** In order to receive the benefits provided by the Massachusetts Police Association Legal Defense Fund, Inc. (hereinafter "Legal Defense Fund") a member must be in good standing with the Massachusetts Police Association, Inc. and employed as a police officer 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 and that the matter is one that is police employment related, 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. In the event that the member consults and/or engages a non-Legal Defense Fund attorney or law firm for a matter that is covered under the terms of the Legal Defense Fund, the Legal Defense Fund is not required to provide legal representation or to pay any such legal fees or expenses to the member or to their engaged attorney.

**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 hearing, 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 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 and its attorneys and law firm free from any further responsibility or liability to the member for that qualifying incident. In the event of such lack of cooperation by the member, and upon receiving notice of such from the attorneys, the member consents to the attorneys' and law firm's withdrawal from any such legal action involving the non-cooperating member

**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 Legal Defense Fund, Inc. 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 or the employer's insurer 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 Legal Defense 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.** The Massachusetts Police Association, Inc., the Massachusetts Police Association Legal Defense Fund, Inc. or any individual officers, directors, agents, servants or employees of Massachusetts Police Association, Inc. and the Massachusetts Police Association Legal Defense Fund, Inc., and its attorneys and law firm, shall not be liable in any respect for any judgment, damages, interest, attorneys' fees 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 law firm or attorney shall take over representation of the member. The Massachusetts Police Association Legal Defense Fund, Inc. shall select and employ another attorney or law firm to represent the member. The Legal Defense Fund may solicit the Legal Defense Fund attorneys' advice before making its choice. The Legal Defense Fund and its attorneys and law firm shall not be responsible for payment of any legal fees, expenses or any other payment in the event that the member privately consults or engages with any other non-Legal Defense Fund attorney or law firm.

**Outside Counsel.** The Legal Defense Fund attorneys will be at all times responsible for the defense of the individual members. If the Legal Defense Fund attorneys determine that outside counsel is desirable for the defense of the member concerned, the Legal Defense Fund shall select the outside counsel. The Legal Defense Fund may solicit the Legal Defense Fund attorneys' advice before making its choice. Before any outside counsel begins representation, the member must execute a waiver absolving the Massachusetts Police Association Legal Defense Fund, Inc. and its attorneys and law firm 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 and its attorneys and law firm shall be free from any further responsibility to provide legal representation and free from any liability to the member, including payment of legal fees and costs, and payment of any judgment, damages, interest, attorneys' fees or the like.

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