

Law Enforcement Officers Services Legal Plan

LEGAL SERVICES AND REPRESENTATION AGREEMENT

The LAW ENFORCEMENT OFFICERS SERVICES LEGAL PLAN (hereinafter referred to as “LEOSLP”), administered by Clark Hill PLC, enters into an agreement with:

FULL LEGAL NAME or ASSOCIATION NAME

(hereinafter referred to as “MEMBER” or “ASSOCIATION MEMBER”) to offer the following benefits and perform the following services for a monthly assessment of Thirty-Two Dollars and ⁵⁰/₁₀₀ (\$32.50) per member/per month, consistent with the fees and dues schedules adopted and as amended by LEOSLP:

1. **PLAN CONSULTATION** - Subject to the terms set forth in the Legal Services and Representation Plan adopted and as amended by LEOSLP, and by reference made a part of this agreement, MEMBER will receive access to the plan administrator, attorneys, attorney representatives, staff representatives or other professional staff members determined by LEOSLP to be necessary to provide the services described therein.
2. **PLAN REPRESENTATION** - Subject to the terms set forth in the Legal Services and Representation Plan adopted and as amended by LEOSLP, MEMBER will receive representation by attorneys or attorney representatives at critical incidents and other events at the department, division, bureau, city, county, state, federal or district level, including (as applicable to Member):
 - (a) Member involved critical incidents.
 - (b) Internal Affairs or Office of Professional Responsibility interviews when permitted.
 - (c) Pre-disciplinary / pre-termination hearings.
 - (d) Arbitration hearings.
 - (e) Grievances.
 - (f) Employee-Management Relations Board / Merit Systems Protection Board hearings.

- (g) Labor-Management Committees or Boards.
- (h) Local, State or Federal Agency meetings when permitted.
- (i) *No-scope criminal defense* - Defense of criminal charges or indictments arising out of the MEMBER's official performance of duty, only if representation is not provided by the employing Agency or other party (a determination has been made by the agency that action has been taken outside of the scope of employment). Such criminal defense representation may be assigned to other Attorneys or law firms under a separate agreement, contingent upon approval by the Plan Administrator.
- (j) *No-scope civil defense* - Defense of civil lawsuits or other proceedings arising out of the MEMBER's official performance of duty, only if representation is not provided by the employing Agency or other party (a determination has been made by the agency that action has been taken outside of the scope of employment).
- (k) *Offensive lawsuits against agency* - Commencement of civil lawsuits or other proceedings (including Petitions for Judicial Review) designed to promote, enforce or seek the interpretation of MEMBER or ASSOCIATION rights as provided by contract, internal policy, state or federal statute, law, or when affirmative legal action may have a positive effect on law enforcement locally, statewide or nationwide. Such affirmative proceedings will be commenced upon mutual agreement of LEOSLP and the MEMBER.
- (l) *OWCP/DOL* - Phone and email consultations with members regarding the Office of Workers' Compensation Programs (OWCP) / Department of Labor (DOL) process. Representation and correspondence with OWCP/DOL *excluding* appeals and pre-determination rebuttals. Assistance with filing OWCP schedule award claims. Drafting of second opinion or referee physician rebuttal when appropriate in connection with OWCP/DOL claim. OWCP appeals and pre-termination rebuttals at an additional fee.
- (m) *OPM Disability Retirement* - Office of Personnel Management (OPM) Disability Retirement benefit advice and counsel.
- (n) OPM Disability Retirement filing on behalf of MEMBER (for members who have subscribed to the LEOSLP for a minimum of three consecutive months immediately prior to a request for disability retirement services and is in good standing. If a member has not subscribed to the LEOSLP for a minimum of three months and requests service, the fee will be \$1,500).
- (o) *EEOC* – Equal Employment Opportunity Commission (EEOC) attorney consultation on behalf of MEMBER including initial contact with Agency, assisting in EEOC Counselor contact, assistance with filing of an informal

complaint, providing assistance in mediation, assistance in preparation of the formal complaint, and attorney representation and assistance with the EEOC investigation. (Litigation at the *formal* EEOC complaint phase, or perusal of the claim in district court requires a separate fee agreement and retainer.)

NOTE: The items listed under the aforementioned Section 2 in this Agreement do not include the providing of legal research amounting to the preparation of written opinions. Representation regarding MSPB Board Review of an initial decision, or MSPB Appeal of an adverse action will cease if MEMBER files for disability retirement, or otherwise self certifies that they no longer are able to perform the duties of their position.

3. **APPEALS** - Prosecuting or defending appeals by attorneys, subject to the terms set forth in the Legal Services and Representation Plan adopted and as amended by LEOSLP.
4. **PREPARATION** - Customary and reasonable legal counseling services by attorneys or attorney representatives in preparation for any events described herein whenever it appears reasonably probable that such an action or event will be commenced.
5. **24/7 EMERGENCY LINE** - Subject to the terms set forth in the Legal Services and Representation Plan adopted and as amended by LEOSLP, twenty-four (24) hours-per-day, seven (7) days-per-week emergency advice and/or representation to ASSOCIATION MEMBER from the Plan Administrator, attorneys, attorney representatives, staff representatives and/or other staff members determined by LEOSLP to be necessary to provide services for critical incidents arising out of and occurring in the course and scope of employment.
6. Access to attorneys, attorney representatives, staff representatives and/or other staff members determined by LEOSLP to be necessary to provide services at “meet and confer” and other collective bargaining sessions at the request of and with the assistance of ASSOCIATION MEMBER.
7. Limited representation at Executive Board, Board of Directors and General Membership meetings of ASSOCIATION MEMBERS (reasonable efforts will be made by ASSOCIATION to limit the representative’s time and attendance to those relevant issues concerning ASSOCIATION’S business for which the representative is needed).
8. Subject to the terms set forth in the Legal Services and Representation Plan adopted and as amended by LEOSLP, additional services by attorneys or attorney representatives to ASSOCIATION MEMBERS Boards of Directors, as follows:
 - (a) Advise the Board on matters affecting the general membership
 - (b) Advise the Board and assist in coordinating the hiring of other legal or labor specialists, when necessary

- (c) Advise the Board concerning charter issues, resolutions, rules and regulations
- (d) Advise the Board on its By-Laws and Constitutions

NOTE: The items listed under section 8 (a) through 9 (d) in this Agreement do not include the providing of legal research amounting to the preparation of written opinions.

- 9. Unless agreed to be paid by LEOSLP'S Plan Attorneys or otherwise by LEOSLP itself on a case-by-case basis, either the individual MEMBER or the ASSOCIATION MEMBERS (depending upon ASSOCIATION'S individual By-Laws) shall bear all out-of-pocket costs, including, but not limited to costs for court filings, transcripts, depositions, expert witnesses, service of process, and expenses for investigation, grievances and arbitrations (including the arbitrator's fees and associated costs), as well as costs for reproduction of documents or exhibits, and any other expenditures associated with the representation provided by LEOSLP. If both the individual MEMBER and ASSOCIATION MEMBER decline to pay any such expenses, then representation by LEOSLP in that particular proceeding shall forthwith terminate. This understanding shall be clear prior to any continuation of representation.
- 10. MEMBER or ASSOCIATION MEMBER shall provide the personnel, or pay the cost, for any investigation necessary to any representation provided by LEOSLP.
- 11. Prosecution of all appeals shall be subject to the terms set forth in the Legal Services and Representation Plan adopted and as amended by LEOSLP.

NOTE: LEOSLP is not required to provide legal counseling or other services in matters or cases involving personal injury or non-duty related cases under the terms of this Agreement. No benefits or services under the Plan will be provided for any event occurring or initiated prior to the MEMBER joining LEOSLP or when a MEMBER is not in good standing.

- 12. **LIMITATIONS** – Benefits shall be terminated, or additional services shall not be provided, if in the reasoned professional opinion of counsel, representatives of LEOS, or the Plan Administrator, additional services, appeals, grievance, or litigation is deemed likely to be unsuccessful and/or expose the member to potential risk of liability for costs of further claims or litigation, or otherwise is not in the best interest of the MEMBER.
- 13. In the event there is dispute between MEMBER or ASSOCIATION MEMBER and LEOSLP as to whether an incident resulting in a criminal or civil action arose out of and occurred in the course and scope of the Member's employment, said dispute will be reviewed and concluded in accordance with the Legal Services and Representation Plan adopted and as amended by LEOSLP.

14. There may be occasions when attorneys may be entitled to recover attorneys' fees and/or costs in certain cases, as prescribed by agreement or by law. In such cases, attorneys will repay the MEMBER or ASSOCIATION MEMBER any court costs or arbitration costs awarded by the Court or arbitrator which have been advanced by the MEMBER or ASSOCIATION MEMBER.
15. MEMBER and ASSOCIATION MEMBER agrees to be bound by the By-Laws and Legal Services and Representation Plan adopted and as amended by LEOSLP.
16. Subject to the terms set forth in the Legal Services and Representation Plan adopted and as amended by LEOSLP, the parties agree that this Agreement shall remain in full force and effect unless and until notification of termination of the Agreement is made by either party. Except for just cause, notice of intent to terminate this Agreement must be made at least sixty (60) days before the termination is scheduled to take effect. Said notice shall be in writing and sent by certified mail by either party to the other in accordance with the Legal Services and Representation Plan adopted and as amended by LEOSLP. Within that sixty (60) day period, all rights and responsibilities of the parties under this Agreement shall remain in effect. Any termination of this Agreement shall terminate membership, benefits and services from LEOSLP.
17. MEMBER or ASSOCIATION MEMBER agrees to pay the monthly membership per-capita in the manner, and at the time specified by the Plan Administrator. If ASSOCIATION MEMBER ceases to pay its membership per-capita assessments on time, then LEOSLP will forthwith have no further obligation to provide membership benefits or services of any kind under this Agreement. In that event, LEOSLP shall recover from ASSOCIATION MEMBER, as liquidated damages, the full value of ASSOCIATION MEMBER membership assessments that would have been paid by ASSOCIATION MEMBER up to the time ASSOCIATION'S membership was legally terminated in accordance with this Agreement.

If legal action is required to enforce this Agreement, it shall be brought in the County of Clark, State of Nevada. If LEOSLP is the prevailing party, it shall be entitled to receive costs, pre-judgment interest and reasonable attorneys' fees from MEMBER or ASSOCIATION MEMBER.

COVERAGE EFFECTIVE DATE: _____

APPROVED: _____

APPROVED: _____

MEMBER or Authorized Representative of
ASSOCIATION MEMBER

Authorized Representative of *LEOSLP*

DATED: _____

DATED: _____

REV 09/2020