

**CONTRACT
BETWEEN
TOWN OF BOXBOROUGH
AND
JOHN SZEWCZYK
BOXBOROUGH INTERIM POLICE CHIEF**

THIS AGREEMENT, made and entered into this 10 day of November 2022 by and between the Town of Boxborough (“Town”), acting by and through its Town Administrator (“Administrator”), and John Szewczyk (“Interim Police Chief”).

WHEREAS, the Town desires to appoint Mr. Szewczyk to serve as the Interim Police Chief for the Town on a temporary basis; and

WHEREAS, it is the desire of the Town to provide certain compensation and establish the conditions for the temporary employment of the Interim Police Chief to provide these services to the Town;

WHEREAS, Mr. Szewczyk has agreed to accept the appointment as Interim Police Chief subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1. DUTIES

1.1 Under the general supervision of the Administrator, the Interim Police Chief shall have administrative control of the Police Department and perform the functions and duties set forth in the Massachusetts General Laws relative to the position of Chief of Police. The duties of the Interim Police Chief shall include, but not be limited to, the following:

- Maintaining adequate public safety in the Town;
- Supervising the daily operations of the Department;
- Supervising and directing all Department personnel;
- Preparing and submitting the Department budget;
- Keeping the Administrator advised of Department matters;
- Submitting reports to the Town either orally or in writing when requested or required in order to ensure the proper communication between the Town and the Department;
- Being responsible for all Departmental expenditures, as well as the receipt of funds and property in the custody of the Department;
- Being responsible for all Department property in custody of the Department;
- Supervising and controlling all Department equipment and motor vehicles belonging to or used by the Department;
- Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Department;
- Serving as Keeper of the Lockup (G.L. c. 40, § 35);
- Supervising and controlling all training programs for Department personnel and the assignment of personnel to such programs;
- Maintaining the discipline of Department personnel; issuing orders, rules, regulations, policies and procedures; and assigning of all Departmental personnel to shifts and duties;
- Planning, organizing, directing, staffing and coordinating Police operations;
- Communicating with the public, including the media, on matters related to crime, police operations

and Department policy;

- Being responsible for the proper training and qualification of personnel for duty;
- Maintaining adequate books and records for the Department in such detail to furnish all information necessary for the operation of the Department and to permit analysis and report;
- Coordinating with other Town Departments' non-law enforcement activities as appropriate; and
- Being responsible for such other reasonable duties as requested by the Administrator, or other such reasonable duties as are consistent with the duties of a Police Chief and as may be required in accordance with state and federal law, the Town's Bylaws, and the Police Department Rules and Regulations.

1.2 The Interim Police Chief shall attend any hearings or meetings of Town boards, via audio or video conferencing, for which the Administrator declares his presence is necessary.

1.3 The Interim Police Chief shall assist the Town, if so requested, with its search to fill any current vacancies in the Police Department on a permanent basis and such other duties as may be legally assigned to him from time to time.

SECTION 2. TERM, RESIGNATION AND TERMINATION

2.1 The Interim Police Chief has been appointed for an indefinite term subject to the termination of this agreement at any time in accordance with the provisions set forth below. Said appointment shall be effective on the date first written above.

2.2 Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate, with or without cause, this Agreement and the Interim Police Chief's employment with the Town by providing fourteen calendar (14) days' written notice to the other Party, unless the Parties otherwise agree in writing. If termination of the Interim Police Chief's employment is contemplated for cause, said notice shall include a statement of the reason(s) for removal from office.

SECTION 3. COMPENSATION AND HOURS OF WORK

3.1 During the term of this Agreement, the Town agrees to pay the Interim Police Chief a weekly salary of \$2,400.00. The Interim Police Chief shall work a weekly schedule of a minimum of 32 hours, but may be called upon by the Administrator to work in excess of that in any given weekly period subject to availability. The Interim Police Chief shall be considered an exempt employee within the meaning of the Fair Labor Standards Act.

SECTION 4. BENEFITS

4.1 The Interim Police Chief understands and agrees that he shall not receive paid leave, longevity or other stipends, health insurance, life insurance, deferred compensation, educational incentives or any other compensation or benefits from the Town beyond those that are expressly provided for in this Agreement.

Further, the weekly salary reflected in Section 3 of this Agreement is based upon the Interim Police Chief's non-participation in the Town's health insurance plan. The Interim Police Chief agrees that if he should later become eligible to enroll in said health insurance plan and elects to do so, a corresponding reduction in his weekly salary will be made to account for the amount of the health insurance benefit that is received by him.

It is expected that the Interim Police Chief will respond to the needs or emergencies of the Town when necessary or required. As a result, the Interim Police Chief will be provided with an unmarked Town Police Department vehicle for his use so that he may respond to emergencies and other matters from wherever he may be. Such a vehicle may also be used for personal reasons incidental to the performance of his duties. The costs associated with the operation and maintenance of this vehicle shall be borne by the Town.

SECTION 5. EXPENSES

- 5.1 In the event the Interim Police Chief is required to use his personal vehicle for Town related business outside normal commuting miles, the Town shall reimburse him at the then current Internal Revenue Service Standard Mileage Rate for Business.

SECTION 6. INDEMNIFICATION

- 6.1 The Town shall defend, save harmless and indemnify the Interim Police Chief against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of his duties as Interim Police Chief for the Town of Boxborough, even if said claim has been made following his termination from employment, provided that the Interim Police Chief acted within the scope of his duties. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or litigation costs, incidental expenses, and judgments rendered thereon without recourse to the Interim Police Chief.

In the event the Employee has left the service of the Town, but has been called upon to provide testimony, document review or advice as an expert witness or party in litigation, the Town shall compensate the Employee on a per diem basis by the payment of \$1,600.00 per day for such services. The Town shall also pay the ordinary and necessary expenses of air and ground transport, lodging, meals, fees and sundry items relative thereto.

This section shall survive the termination of this Agreement.

SECTION 7. GENERAL PROVISIONS

- 7.1 If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- 7.2 If the Interim Police Chief should die during the term of his employment, the Town shall pay to his estate all compensation which would otherwise have been payable to the Interim Police Chief, up to and including the date of his death.
- 7.3 This Agreement embodies the whole agreement between the Town and the Interim Police Chief and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. No changes to the express terms of this Agreement shall be enforceable unless reduced to writing and mutually executed.
- 7.4 This Agreement shall be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts and enforced by the courts located therein.


SECTION 8. NOTICES:

Notices pursuant to this Contract shall be given personally in hand or by first-class mail, postage prepaid, addressed as follows, unless either party hereafter informs the other party in writing of a change of address:

TOWN:

INTERIM POLICE CHIEF:

Town Administrator
Boxborough Town Hall
29 Middle Road
Boxborough, MA 01719

John Szewczyk


Notice shall be deemed as given as of the date of personal service or as the postage mark of such written notice as sent by first-class mail.

This Contract is executed as a sealed instrument this 10th day of November, 2022

John T Szewczyk Jr

John Szewczyk
Interim Police Chief

Michael C. Johns

Michael Johns
Town Administrator

Presented to the Select Board on November 10, 2022

Approved by a vote of 4 In Favor, 0 Opposed, and 0 Abstained/Recused

Approved as to Sufficiency of Funds
During the Current Fiscal Year
Kelli Pontbriand

Kelli Pontbriand
Town Accountant

Approved as to Legal Form
Joseph Fair

Joseph Fair
Town Counsel