

POLICE CHIEF AGREEMENT

Between

CITY OF SOMERVILLE

And

SHUMEANE BENFORD

Agreement made this 9 day of August, 2024, by and between the City of Somerville (hereinafter the "City"), acting by and through its Mayor, and Shumeane Benford (hereinafter the "Chief" or "Police Chief"), as follows:

WHEREAS, the City requires a Chief of Police to lead the Somerville Police Department (hereinafter "the Police Department"); and

WHEREAS, the Police Chief wishes to perform the duties of the position of City of Somerville Chief of Police according to the terms and conditions of this Agreement;

WHEREAS, the City has elected to provide the Police Chief with an employment agreement pursuant to Section 108O of Chapter 41 of the Massachusetts General Laws;

NOW, THEREFORE, the City and the Chief hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this Agreement to which said Chief shall be entitled as Chief of Police.

1. DUTIES.

The administrative control of the City Police Department shall be the responsibility of the Police Chief. The Chief's duties shall include those set forth in the Massachusetts General Law, the City's Code of Ordinances, and any and all federal laws applicable to and under the jurisdiction of the Somerville Police Department, which shall include, but not be limited to, the following:

- a. Maintains the strategic vision and direction for the Somerville Police Department;
- b. Directs through appropriate police personnel all City police functions including patrol, law enforcement, investigation, police communications, community engagement, and administrative services;
- c. Establishes and oversees the implementation of policies, procedures and work standards for the Police Department;
- d. Works closely with the Mayor's Office, the City Council, Human Resources, other city departments, a variety of public and private organizations, and citizen groups in developing programs and implementing initiatives to solve police service problems;
- e. Builds public trust by engaging with residents, community stakeholders, and City officials on law enforcement challenges and leads the development and implementation of innovative municipal law enforcement policies based in 21st Century Policing best practices;

- f. Represents the City and the Police Department and works closely with citizen groups, public and private officials, and outside agencies; and serves as liaison for other law enforcement agencies to provide technical assistance, and to ensure responsive, appropriate coordination and delivery of law enforcement services;
- g. Promotes positive agency culture, accountability, transparency, and community engagement throughout all levels of the Somerville Police Department;
- h. Prepares and recommends long-range plans for City police service programs; develops specific proposals for action on current and future public safety needs;
- i. Actively participates as member of the Mayor's senior management team;
- j. Formulates, presents, and defends the annual operating budget and staffing requests of the Police Department; accounts for the effective use of Police Department funds and staff;
- k. Provides ultimate oversight of all special, auxiliary, intermittent and/or reserve police officers, if any;
- l. Provides supervision and control of all training programs for Police Department personnel and the assignment of personnel to such programs;
- m. Maintains the discipline of Police Department personnel; issues Police Department orders, rules, regulations, policies and procedures; and is responsible for the assignment of all shifts and duties of all Police Departmental personnel;
- n. Attends hearings and appears before the City Council, or any committee of the City Council, and any board, committee, or commission of the City at which the Police Department is required to appear and serves on any City task forces, committees, boards, or commissions to which he is appointed by the Mayor;
- o. Directs communications with the public, including the media, on matters related to crime, police operations and Police Department policy;
- p. Oversees all other requirements as set forth by policy, City ordinance, Charter, and state and federal law.

2. HOURS OF WORK.

- a. The Chief agrees to devote that amount of time and effort that is reasonably necessary for the Chief to faithfully perform the duties of Police Chief under this Agreement, the City Charter and ordinances of the City of Somerville, and the laws of the Commonwealth of Massachusetts.
- b. The Chief agrees that he shall not engage in any outside employment, including service in any other elected or appointed position for any other public entity, without the prior written authorization of the Mayor. Notwithstanding the foregoing, the Chief may maintain his professional affiliation and existing teaching position with Roxbury Community College, provided he does not expand upon his existing role without

obtaining Mayoral approval and the Chief remains available to respond to City emergencies and to fulfill City responsibilities at all times.

- c. It is recognized that the Police Chief must devote a great deal of time outside the normal office hours to the business of the City, and to that end, the Chief will be allowed to utilize flextime in the manner outlined in the City of Somerville Employee Guidebook during said normal office hours at such time(s) which the Chief reasonably determines will adversely impact Department operations least.

3. INDEMNIFICATION.

The City agrees that it shall defend, hold harmless and indemnify the Police Chief, pursuant to G.L. c. 258, § 13, from personal loss and expense up to one million dollars, arising out of any claim, demand, suit or judgment by reason of any act or omission, except an intentional violation of civil rights of any person, if the Chief at the time of such act or omission was acting within the scope of his official duties or employment. The Law Department of the City shall provide legal counsel to the Chief for all such matters; however, the City shall reimburse the Chief for outside legal expenses if, at the City's discretion, outside counsel is deemed appropriate and the City has approved of the qualifications of the outside counsel and has approved of the hourly rate for said counsel. The terms of this provision shall survive the termination of this contract with respect to any acts or omissions while serving as Police Chief, provided that the Chief fully cooperates with the City in all respects in its litigation of any legal challenge.

Consistent with and subject to the General Laws of the Commonwealth, the City may settle any claim, demand, or suit and pay the full amount of the settlement. The City shall also pay, consistent with and subject to the General Laws of the Commonwealth, any judgment, including costs and attorney fees, entered on any such claim, demand, or suit against the Police Chief.

4. INSURANCE.

a. Retirement Benefits.

The Police Chief shall be eligible to participate in the Somerville Contributory Retirement System and will be subject to the existing Medicare employment tax applicable to City employees. The Chief shall be eligible to participate in the City's Deferred Compensation Program on terms consistent with state and federal law and regulations.

b. Life Insurance and Health Insurance.

The Police Chief shall be eligible for all life and health insurance benefits for which other non-union City employees are eligible. The Police Chief shall make the same percentage contributions to such life and health insurance benefits as other non-union City employees.

c. Injured on Duty Benefits.

As a sworn police officer, the Police Chief shall be entitled to injured-on-duty benefits as provided in G.L. c. 41, §111F.

5. DUES AND SUBSCRIPTIONS.

In recognition of the importance of ongoing professional development and the building and maintaining of strategic alliances, the City agrees to budget and to pay for the professional dues and subscriptions of the Police Chief for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement, and for the good of the City, including, for example, but not limited to the International Association of Chiefs of Police, the Police Executive Research Forum, the Massachusetts Major City Chiefs Association, the Massachusetts Chiefs of Police Association, and the applicable regional police chiefs association.

6. AUTOMOBILE.

The City shall provide an unmarked police vehicle for use by the Police Chief in a manner consistent with City policy and pay for all attendant operating and maintenance expenses. The City shall determine the make and model of the vehicle and retain ownership of the vehicle. Said vehicle is to be used by the Police Chief in connection with the performance of his duties as Police Chief and for his professional growth and development. The Chief may utilize the vehicle for personal reasons, since the Chief is "on-call" in the event of emergency; however, if the Chief is utilizing the vehicle during vacations, he shall be responsible for the attendant cost of gasoline. In the event that the Chief shall desire to utilize the vehicle out of state, he must obtain prior approval of the Mayor. The Chief shall be responsible for any retirement contributions resulting from the availability and use of such vehicle.

7. PROFESSIONAL DEVELOPMENT.

The City recognizes its obligations to the professional development of the Police Chief, and agrees that the Police Chief shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator; accordingly, the Police Chief will be allowed to attend, subject to the prior approval of the Mayor, the Massachusetts Chiefs Association, Massachusetts Major City Chiefs Association, and International Association Police training conferences each year without loss of vacation or other leave, and, subject to the prior approval of the Mayor, and provided that they are offered at a time and place that does not interfere with the Chief's duties. The Chief will be reimbursed by the City for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences. The City may, subject to the prior approval of the Mayor, reimburse the Chief for reasonable expenses incurred in connection with his attendance at professional management development courses and/or seminars. The Chief may attend additional out-of-state professional development opportunities, with the prior approval of the Mayor.

The Chief may pursue additional professional development opportunities, including, but not limited to, the FBI National Academy, beginning in the second year of the original term of this Agreement, provided, however, such attendance and period(s) of absence shall not occur until the third year of the Agreement and shall be subject to Mayoral approval. The Chief shall provide the Mayor at least one (1) year advance notice of his acceptance into such program(s), and the Mayor may accept or reject, or revoke her approval of, the Chief's attendance of such program(s) at any time and in her sole discretion.

8. LEGAL REPRESENTATION

The City Law Department is responsible for representing and advising the Police Chief on legal issues affecting the Police Department or the performance of the Chief's duties, including litigation. When the Law Department determines outside legal counsel is necessary, it will consult

with the Police Chief in the selection of outside counsel. Final selection of outside counsel shall be subject to approval of the Mayor and the City Solicitor. All costs and expenses of outside counsel, including attorney fees, shall be paid by the City provided such prior approval was obtained.

9. DEATH DURING TERM OF EMPLOYMENT.

In addition to other benefits, if any, that may be applicable for a line-of-duty death under federal or state law, if the Police Chief dies during the term of his employment, the City shall pay to the Chief's estate compensation for services rendered and benefits accrued up to the date of the Chief's death, including but not limited to, accrued and unused vacation days. In no event shall the City be liable to the Chief's estate for payment of compensation or other benefits under this Agreement for time not actually worked.

10. PERFORMANCE EVALUATIONS

The Police Chief shall meet annually, or at other intervals determined by the Mayor, with the Mayor to discuss the Chief's performance and to establish goals and objectives for the Chief, the Police Department, and public safety preparedness within the City. Such goals and objectives shall establish priorities, timelines, and expected outcomes and identify the budgetary and personnel requirements of such goals and objectives. The Mayor and Police Chief shall periodically review the Chief's progress towards achieving these goals and objectives and continued service as Police Chief.

11. DISCHARGE OR SEPARATION.

- a. The Police Chief serves at the sole discretion of the Mayor. The Mayor may discharge the Police Chief at any time during the term of this Agreement. Upon discharge or resignation following a formal suggestion by the Mayor or City that he resign before the expiration of the then applicable term of employment, except as provided for in paragraphs 11.B-C, below, the Police Chief shall, subject to appropriation, be entitled to a lump sum severance payment equal to six (6) months salary at the Chief's then existing rate of pay.
- b. The Police Chief may voluntarily resign at any time during the term of this Agreement upon six (6) months written notice. In the event of the Police Chief's voluntary resignation, the Chief will not be entitled to receive a severance payment of any kind
- c. In the event the Mayor terminates the employment of the Chief during the term of this Agreement for reasons that constitute "cause," as that term is defined further herein and in the sole discretion of the Mayor, the Chief shall not be entitled to receive a severance payment of any kind.

"Cause" shall be defined as malfeasance, misfeasance, nonfeasance in office, poor performance or incompetence in the performance of his job duties, failure or inability to perform the requirements of his position due to illness, injury or disability in excess of any statutorily mandated job protection leave, for conduct in his personal life or during non-work time that is incompatible with the responsibilities he performs on behalf of the City,

including, without limitation, conviction of a criminal offense, or having been found to be permanently disabled by a physician appointed by the City or the Somerville Retirement Board and such disability prevents the Chief from performing the duties of his position with reasonable accommodation.

- d. At the time of his separation from the City, the City will pay the Chief the value of any accrued vacation time as required by law.

12. COMPENSATION.

a. Monetary Compensation.

Subject to appropriation by the Mayor and the City Council, the Police Chief shall receive an annual base salary of \$225,000.00, less applicable withholdings, paid in intervals consistent with the City's usual payroll practices.

b. Paid Time Off.

Upon completion of ninety (90) calendar days of employment, the Police Chief shall be entitled to four (4) weeks of vacation, twenty (20) sick days, and three (3) personal days annually, which days shall be accrued monthly in the same manner as non-union City employees. The Chief shall receive an initial Sick Leave allocation of two (2) weeks upon commencement of employment. The Chief may rollover into the next calendar year up to two (2) weeks of vacation time, and may rollover into the next calendar year additional vacation time with Mayoral approval.

13. NO REDUCTION OF BENEFITS.

The City agrees that, unless this contract is terminated as described in paragraph 10, above, it shall not at any time during the term of this Agreement reduce the salary, compensation or other benefits of the Police Chief, except to the extent that such reduction is evenly applied across the board for all management level, non-union employees of the City.

14. MODIFICATION.

No change or modification of this Agreement shall be valid unless it shall be in writing and signed by both of the parties.

15. LAW GOVERNING.

This Agreement shall be construed and governed by the Laws of the Commonwealth of Massachusetts. Any and all actions related hereto shall be filed a court of competent jurisdiction located in Middlesex County.

16. SEVERABILITY OF PROVISIONS.

If any clause or provision of this Agreement shall be determined to be illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

17. UNIFORM, CLOTHING, AND TECHNOLOGY.

The City agrees to appropriate reasonable funds for the Chief to purchase uniforms and clothing to be worn while in the performance of his duties as Chief. The City agrees to supply the Chief

with the necessary technology to perform the duties outlined herein, including, but not limited to, a cell phone, tablet, and laptop.

18. FIREARMS.

At all times during this Agreement, the Chief shall maintain an individual License to Carry Firearms without restrictions. Becoming ineligible for or otherwise losing a License to Carry is considered "cause" for termination under paragraph 10 of this Agreement. The Chief may not "carry on the badge" pursuant to G.L. c. 41, §98 of the Massachusetts General Laws.

The City shall provide standard police firearms for use by the Chief consistent with his law enforcement duties on behalf of the City and shall pay for all reasonable firearms training related thereto which the Chief agrees to schedule and attend on a reasonable basis. The Chief shall be responsible for and clean and maintain said firearms within his care, custody and control.

19. LENGTH OF AGREEMENT.

The term of this Agreement shall be for a period of three (3) years with two additional one-year options to extend in the City's discretion, commencing on September 16, 2024 and ending on September 16, 2027. The term of this Agreement may be extended upon mutual agreement of the parties made in writing.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.



Kalliana Ballantyne, Mayor
City of Somerville

Date: Aug. 12, 2024



Shumeane Benford

Date: 8/9/24



Ed Bean, City Auditor
City of Somerville

Date: 8/12/2024

Approved as to form:



Cindy Amara, City Solicitor
City of Somerville

Date: 8/12/2024