

COMMONWEALTH OF MASSACHUSETTS
BERKSHIRE, ss. SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO.:

JASON WOOD,)	
Plaintiff)	
)	
v.)	
JENNIFER A. MACKSEY, in her official and individual)	
capacity, and CITY OF NORTH ADAMS,)	
Defendants.)	
)	

COMPLAINT

This is a Petition for Mandamus, pursuant to G.L. c. 249, section 5, brought by the Plaintiff, Jason Wood against his former employer the City of North Adams and Mayor Jennifer Macksey. The Plaintiff also brings claims for Breach of Contract, Wrongful Termination and interference with an advantageous employment relationship.

1. The Plaintiff, Jason Wood, is a resident of the City of North Adams and at all relevant times material to this case, the Chief of Police for the Defendant City of North Adams.
2. The Defendant, Jennifer A. Macksey, is the elected Mayor for the Defendant City of North Adams, and at all relevant times material to this case, acting in that capacity for the Defendant City of North Adams.
3. The Defendant, City of North Adams, is a municipality and the employer of the Plaintiff and signatory on an employment contract between the Plaintiff and Defendant City of North Adams.

FACTUAL ALLEGATIONS

4. The Defendant, City of North Adams (“hereinafter “City”) and the Plaintiff signed a written three-year employment contract (Hereinafter the “Contract”) on April 26, 2019.
5. A complete copy of the written Contract between the Plaintiff and the City is attached hereto as Exhibit 1 and incorporated for all purposes.
6. The terms of the Contract automatically renewed annually for a successor one year period. See Paragraphs A and B of Length of Contract. “...*this Contract shall automatically be extended on the then applicable terms and conditions for an additional one (1) year period.*”

7. The two relevant provisions of the employment contract between the Defendant and Plaintiff, specifically sections, "Length of the Contract" and "Discipline or Discharge" are identified below and state:

LENGTH OF CONTRACT

A. The initial term of this Contract shall be for a period commencing May 1, 2019, and ending June 30, 2022. However, this Contract may be extended as provided by its terms.

B. Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this Contract no less than six (6) months prior to the end of its initial or any extended terms, this Contract shall automatically be extended on the then applicable terms and conditions for an additional one (1) year period.

C. The Contract shall remain in effect during any period of negotiation.

D. In the event the Chief intends to resign voluntarily before the date of this Contract, then the Chief shall give the City ninety (90) days written notice in advance, unless the parties otherwise agree in writing.

E. In the event that the Chief is not reappointed during the initial term of this Contract, or the Chief wishes to discontinue in the position of Chief of Police, then the Chief may elect to return to his previous rank of lieutenant in the department with all of the compensation and benefits available to the rank of Lieutenant without any loss of seniority or benefits in the union.

DISCIPLINE OR DISCHARGE

A. It is agreed that the Chief of Police can be disciplined or discharged only for just cause, upon proper written notice of at least seven (7) days and only after a hearing at which the Chief shall have the right to be represented by counsel. The principles of progressive discipline will apply, and the City recognizes its obligation to provide the Chief with periodic performance evaluations.

B. The Chief may appeal any discipline or discharge to any superior court having jurisdiction. The superior court shall have jurisdiction of any petition for writ of mandamus for reinstatement of the Chief if he alleges that he has been improperly disciplined or discharged.

C. In the event the suspension or discharge of the Chief is reversed, the Chief shall be entitled to back pay and contract benefits.

8. The Plaintiff avers that the Defendants, jointly and severally, breached the terms of the Contract in multiple ways, including, but not limited to, the following:
 - a. Failing to provide Plaintiff with “...*written notice to the other of its intention to renegotiate and/or not to renew this Contract no less than six (6) months prior to the end of its initial or any extended terms...*”
 - b. Failing to provide the Plaintiff with “...*proper written notice of at least seven (7) days...*” of the allegations against the Plaintiff.
 - c. Failing to provide the Plaintiff with “...*a hearing at which the Chief shall have the right to be represented by counsel.*”
 - d. Failing to apply the “...*principles of progressive discipline...*” in the Defendants’ evaluation of the discipline to be imposed.
 - e. Failing to conduct annual “*performance evaluations*” of the Plaintiff as required by the Contract.
 - f. Failing to apply the principles of “*just cause...*” as required by the Contract.
 - g. Failing and otherwise refusing to comply with the specific terms of the Contract which permit the Plaintiff to “...*elect to return to his previous rank of Lieutenant in the department with all of the compensation and benefits available to the rank of Lieutenant without any loss of seniority or benefits in the union.*”
9. On March 9, 2023, the Defendant sent the Plaintiff the attached correspondence informing the Plaintiff that he was under investigation and being placed on Administrative Leave pending the outcome of that investigation for alleged misuse of Department resources. Exhibit 2.
10. On March 24, 2023, the Defendant sent the Plaintiff a second correspondence thanking Plaintiff for his “...*service to the City of North Adams...*” and stating that the Defendant “...will not be renewing your contract with the City of North Adams....”
11. In that same correspondence, the Defendant Macksey informed the Plaintiff that he “...*was to remain on paid leave status until the conclusion of your current contract, which expires on June 30, 2023.*” See attached as Exhibit 3.
12. The Defendants were required to notify the Plaintiff of the Defendants’ intention not to renew Plaintiff’s current written contract with the City, which was subject to expire on June 30, 2023 no later than January 1, 2023.
13. Although also required by the terms of the Contract, no written notice of any specific allegations of misconduct were ever provided to the Plaintiff by the City or Defendant Macksey.
14. More significantly, although also required to do so by the terms of the Contract, the Defendants failed to provide written notice of any hearing to be conducted by the City with counsel present.

15. The Contract language and terms regarding discharge or discipline of the Plaintiff are clear and include the mandatory language of the word “shall” for the Plaintiff’s right to be represented by counsel at such hearing.
16. Further, the terms of the Contract specify that the Plaintiff could only be disciplined or discharged if given written notice and “...*only after a hearing at which the Chief shall have the right to be represented by counsel.*”

*“It is agreed that the Chief of Police can be disciplined or discharged only for just cause, upon proper written notice of at least seven (7) days and only after a hearing at which the Chief **shall** have the right to be represented by counsel.”* emphasis added.

17. As stated, no such written notice of a hearing was provided, with or without counsel, and the Plaintiff did not waive his right to notice of the allegations, his right to a hearing or his right to the presence of counsel.
18. The March 24, 2023, correspondence sent by the City was also in breach of the Contract requirement that the Defendant “...*provides written notice to the other of its intention... not to renew this Contract no less than **six (6) months** prior to the end of its initial or any extended terms...*”
19. As stated by the terms of the Contract, the Defendants were required to have given the Plaintiff written notice six months in advance, (before January 1, 2023), of their intention to not renew his contract.
20. On April 21, 2023, Counsel for the Plaintiff made a formal request that the Defendants comply with the terms of the Contract and reinstate the Plaintiff to the rank of Lieutenant as provided for by the terms stated in Paragraph E of “Length of Contract.”
21. On April 27, 2023, the Defendants, through counsel for the Defendants, denied the Plaintiff’s request to be reinstated to the rank of Lieutenant by stating:

“With regard to the question of the right to return to the Lieutenant position, the City’s position is that there is no right to return to that position upon non-renewal to the Chief position.”

22. Shortly after the Plaintiff made his request to be returned to the position of the rank of Lieutenant, the Defendants, on or about, April 22, 2023, selected a person holding the rank of Sergeant to become the interim Chief of Police in Plaintiff’s absence.
23. The Plaintiff avers that the Defendants chose a person holding the rank of Sergeant to become interim Chief of Police rather than the person holding the higher rank of Lieutenant in an effort to prevent the creation of a vacancy in the rank of Lieutenant.

24. The promotion of a Lieutenant to interim Chief would have then created a vacancy in the rank of Lieutenant which would have been available to be filled by the Plaintiff had the Defendants abided by the terms of their employment contract with the Plaintiff.
25. Under the Contract, the Plaintiff has a right of appeal from his discharge pursuant to Paragraph B of the contract under Discharge and Discipline, which provides:

The Chief may appeal any discipline or discharge to any superior court having jurisdiction. The superior court shall have jurisdiction of any petition for writ of mandamus for reinstatement of the Chief if he alleges that he has been improperly disciplined or discharged.
26. The Defendant further breached the terms of the contract with the Plaintiff not only by failing to conduct a disciplinary hearing, but also by failing to apply the “...*principles of progressive discipline*...” in determining what discipline to be imposed.
27. The Plaintiff had been employed by the City of North Adams in excess of twenty-three years and had no prior disciplinary history. Although required to do so by the terms of the Contract, the Defendants also has failed to conduct performance evaluations of the Plaintiff since the inception of the Contract, four years ago.
28. The Plaintiff has received numerous awards and commendations for his service to the North Adams community, including, but not limited to: 2004 to 2016, School Resource Officer; 2005 to 2014; Helped create first K9 Program for North Adams Police Department; Massachusetts Police Training Counsel Field Training Officer Certified; Homeland Security Active Shooter Instructor; Running with the Law (Co-Organizer; Pop Cares 5k Road Race (road race to raise funds for Pop Cares, a local non-profit that raises and donates money to local families battling cancer) - Co-Organizer; Brought the North Adams Police Department into compliance with new regulations pertaining to POST and Police Reform.
29. Mass. G.L. c. 249, section 5, provides that “...a civil action to obtain relief formerly available by writ of mandamus may be brought in the supreme judicial or superior court or, if the matter involves any right, title or interest in land, or arises under or involves the subdivision control law, the zoning act, or municipal zoning, or subdivision ordinances, by-laws or regulations, in the land court.”
30. The Plaintiff applies herein for relief in the form of Mandamus, as reflected by the stated terms in his contract with the Defendants and seeks “...*reinstatement*...and alleges...*that he has been improperly disciplined or discharged.*”
31. By and the through the breaches of the Contract as stated above, the Plaintiff further alleges that he was wrongfully terminated by the Defendants.
32. The Plaintiff further alleges that the Defendants intentionally released confidential and personal information regarding the Plaintiff to the media in an effort to cause him emotional harm, discord and embarrassment.

33. As a result of the improper and illegal conduct by Defendants, Plaintiff has been caused to suffer emotional distress, loss of income, loss of future income and irreparable damage to his reputation within the law enforcement community.

COUNT I

G.L. c. 249, Section 5 (Mandamus)

34. Mass. G.L. c. 249, Section 5, provides that a civil action to obtain relief formerly available by writ of mandamus may be brought in the supreme judicial or superior court...”
35. The employment contract between Plaintiff and Defendants’ states that the Plaintiff may seek review of the actions regarding his discharge by and through a petition for a Writ of Mandamus in the Superior Court.
36. The Plaintiff states that he was wrongfully terminated and that the terms of his employment contract with the Defendants was breached in multiple ways as stated above.
37. Accordingly, the Plaintiff seeks an order of this Honorable Court in Mandamus for Plaintiff’s reinstatement to the position of Chief of Police based upon the facts as stated above that Plaintiff has been improperly disciplined and/or discharged.
38. In the alternative, the Plaintiff seeks an order of this Honorable Court in Mandamus for Plaintiff’s reinstatement to the position and rank of Lieutenant based upon the facts as stated above that Plaintiff has been improperly discipline and/or discharged.
39. The Plaintiff further seeks such further relief as this Court may deem appropriate including, but not limited to emotional distress damages, interest and attorney’s fees.

COUNT II

Breach of Contract

40. The Plaintiff incorporates herein the previous allegations set forth in this Complaint.
41. Plaintiff alleges that he had an enforceable written employment agreement with Defendants, whose terms and conditions were governed by specific requirements to have been performed by the Defendants prior to his discharge of discipline.
42. Under the terms of Plaintiff’s employment agreement with the Defendant City of North Adams, the Defendants were required to have complied with each of those written terms of that Contract.
43. The Defendants have collectively and individually breached the terms and conditions of the Contract in multiple ways as stated above.

44. As a consequence of those breach(es) of the Contract, the Defendants have wrongfully terminated the Plaintiff from his employment, failed to reinstate him to the rank of Lieutenant, caused him to incur legal fees, and inflicted emotional distress upon Plaintiff.
45. Wherefore the Plaintiff demands judgment against the Defendants in the amount of his contractual benefits, legal fees, emotional distress damages as well as reinstatement to the position of Chief of Police.

COUNT III
Breach of Covenant and Fair Dealing

46. The Plaintiff incorporates herein the previous allegations set forth in this Complaint.
47. There exists in Massachusetts an implied covenant of good faith and fair dealing in employment relationships such as that existing at all relevant times between the Plaintiff and Defendants City of North Adams and Mayor Macksey.
48. Plaintiff alleges that the Defendants breached the implied covenant of good faith and fair dealing with improper motive and purpose, by interfering with his right of continued employment and by failing to abide by the written terms of the Contract between Plaintiff and Defendants.
49. As a consequence of this breach, the Defendants have failed and/or refused to reinstate the Plaintiff to the rank of Lieutenant and otherwise failed to comply with the requirements of notice and hearing as specified in the Contract.
50. Wherefore the Plaintiff demands judgment against the Defendants as specified in the Contract together with lost interest and attorney's fees.

COUNT IV
INTENTIONAL INTERFERENCE WITH ADVANTAGEOUS RELATIONS

51. The Plaintiff repeats, realleges and incorporates by reference as if set forth hereto in their entirety Paragraphs 1 through 50 of this Complaint.
52. Prior to the above-described actions of Defendants, the Plaintiff enjoyed an advantageous relationship with Defendants through his employment as Police Chief.
53. The above-described actions of Defendants operated to impact, negatively and substantially, that relationship, including impacting the ability of the Plaintiff to continue his career in law enforcement as a Lieutenant, as well as to seek and secure promotional or other desirable employment opportunities.
54. Defendants, at all relevant times, were aware of the advantageous relationship enjoyed by the Plaintiff and his rights under the terms of his Contract with the Defendants.

55. Defendants have failed to abide by the written terms of the Contract and used improper means and acted based upon improper motives in interfering with that relationship.

56. As a direct and proximate result of the Defendants' actions, the Plaintiff suffered the damages referenced above and seeks recovery of same.

COUNT V
WRONGFUL TERMINATION

57. The Plaintiff further asserts that the Defendants have, by their actions and by their omissions, failed to abide by the terms of the Contract between the Plaintiff and Defendants.

58. As a direct and proximate result of the Defendants' actions and omissions, have wrongfully terminated his employment and by doing so, have by the above-described actions, operated to impact, negatively and substantially impacted the Plaintiff's ability to continue his career in law enforcement as well as to seek and secure promotional or other desirable employment opportunities.

59. As a direct and proximate result of the Defendants' actions and omissions, the Plaintiff suffered the damages referenced above and seeks recovery of same.

RELIEF REQUESTED

WHEREFORE, the Plaintiff requests that this Court:

1. Enter judgment in favor of the Plaintiff as to each and every cause of action in this complaint, singularly and in the collective:
2. Award compensatory damages against all Defendants jointly and severally:
3. Award punitive damages against Defendants for the willful breach of the Contract.
4. Award the costs of this action to the Plaintiff, including reasonable attorneys' fees; and,
5. Award such other further relief as this Court may deem necessary and appropriate.

WHEREFORE the Plaintiff respectfully requests a Trial by Jury on those identified counts above for which a trial by jury is permitted.

Respectfully submitted,
For the Plaintiff,
By her Attorney,

/s/ Timothy M. Burke

Timothy M. Burke, Esq., BBO #065720
LAW OFFICES OF TIMOTHY M. BURKE
117 Kendrick Street, Suite 300
Needham, MA 02494
(781) 455-0707

CERTIFICATE OF SERVICE

I hereby certify that this document filed through the Massachusetts Electronic Filing system will be sent electronically to the registered participants. Email copies will be sent to all counsel of record.

Dated: 05/05/2023

/s/ Timothy M. Burke

Exhibit 1

**POLICE CHIEF EMPLOYMENT CONTRACT
CITY OF NORTH ADAMS, MASSACHUSETTS**

Agreement made this 26 day of April, 2019, by and between the City of North Adams (hereinafter the "City"), a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, having a principal place of business at 10 Main Street, North Adams, MA, 01247, acting by and through its mayor; and Jason R. Wood of North Adams, Massachusetts (hereinafter the "Chief" or "Chief of Police").

WHEREAS, the City wishes to secure the services of the Chief for the administration of the Police Department; and

WHEREAS, the Chief is willing to perform the duties of the position of Chief of Police according to the terms and conditions of this Contract;

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

1. LENGTH OF CONTRACT

A. The initial term of this Contract shall be for a period commencing May 1, 2019, and ending June 30, 2022. However, this Contract may be extended as provided by its terms.

B. Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this Contract no less than six (6) months prior to the end of its initial or any extended terms, this Contract shall automatically be extended on the then applicable terms and conditions for an additional one (1) year period.

C. The Contract shall remain in effect during any period of negotiation.

D. In the event the Chief intends to resign voluntarily before the date of this Contract, then the Chief shall give the City ninety (90) days written notice in advance, unless the parties otherwise agree in writing.

E. In the event that the Chief is not reappointed during the initial term of this Contract, or the Chief wishes to discontinue in the position of Chief of Police, then the Chief may elect to return to his previous rank of lieutenant in the department with all of the compensation and benefits available to the rank of Lieutenant without any loss of seniority or benefits in the union.

2. HOURS OF WORK

The Chief agrees to devote the amount of time and energy which is reasonably necessary for the Chief to faithfully perform the duties of Chief of Police under this Contract, including time outside regular city operating hours. The Parties acknowledge that the Chief of Police position is a full-time position but requires the Chief's attention outside of regular business hours. The Chief shall devote himself full-time to the duties of the position and shall not engage in any outside employment or hold any other position that may create an actual conflict with his duties as Chief of Police or create an appearance of a conflict with said duties. Notwithstanding the foregoing, but consistent with the conflict of interest provision, the Chief may serve as an instructor or consultant in the field of law enforcement at such times that will least adversely impact Department operations. The Parties agree that the position of Chief of Police is an exempt position for purposes of the Fair Labor Standards Act.

3. DUTIES

The Chief shall be responsible for the administration and operation of the North Adams Police Department. The Chief's duties shall include but not be limited to the following:

- Supervision of the daily operation of the police department.
- Responsibility for ensuring the Department's constructive and collaborative interactions with the community.
- Supervision of all departmental personnel.
- Supervision of all special, auxiliary, and/or reserve police officers, if any.
- Maintaining the discipline of department personnel; the issuing of orders, rules, regulations, policies and procedures; and the assignment to shifts and duties of all departmental personnel.
- Being responsible for planning, organizing, directing, staffing and coordinating police operations, including so-called "paid details," mutual aid, regional task force or similar enforcement efforts, and coordination with the State Police where the Chief deems it appropriate.
- Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.
- Preparation and submission of the police department budget.
- Responsibility for and oversight of all departmental expenditures, as well as the receipt of funds and property in the custody of the department.

- Establishing weapons, ammunition, uniforms, equipment, and vehicle specifications for the police department.
- Supervision and control of all department equipment and motor vehicles belonging to or used by the police department.
- Submission of reports to the City either orally or in writing when requested or required in order to ensure the proper communication between the City and the police department.
- Being available for hearings before any board of the City at which the police department is requested to appear, and before the City Council when necessary.
- Being responsible for communications with the public, including the media, on matters related to public safety, police operations and department policy.

4. COMPENSATION AND BENEFITS

A. The Chief will receive an annual salary of \$87,500, commencing May 1, 2019. The salary for the second year of the agreement (July 1, 2020-June 30, 2021) will be \$88,813; and for the third year of the agreement (July 1, 2021-June 30, 2022) will be \$90,145 ; with increases subject to satisfactory annual performance reviews, provided, however, that such salary is subject to annual appropriation and in no event will the salary in the second and third year of this contract be less than in the preceding year.

B. The Chief will be eligible for all health and life insurance benefits which other non-bargaining unit, general government employees are eligible and on the same terms as said other employees.

C. The Chief will accrue sick days, vacation days, and personal days at a rate equal to that of all other non-bargaining unit, general government employees, provided, however, that the City will recognize all sick time accrued by the Chief during his prior service as a member of the North Adams Police Department, and such accrued sick time may be carried over and used as the Chief assumes his duties hereunder.

- The Chief is entitled to vacations as follows:

Years of Service	Working Days
Less than 2	10
From 2 to 5	12
From 5 to 10	17
From 10 to 15	21
From 15 to 20	24
More than 20	28

- The Chief is entitled to the following holidays:

New Year's Day	Martin Luther King, Jr. Day	Presidents' Day
Patriot's Day	Memorial Day	Independence Day
Labor Day	Columbus Day	Veteran's Day
Thanksgiving	Christmas Day	

- The Chief will accrue 1.25 days per month for sick time for a total of 15 days per calendar year.
- The Chief is entitled up to five (5) days at any one time at the time of death of an immediate family member.
- The Chief is entitled to four (4) personal days each calendar year, and the day after Thanksgiving as an additional personal day.

D. The City will provide a vehicle for use by the Chief. All attendant operating, maintenance, and insurance expenses will be paid by the City. This vehicle is to be used by the Chief in connection with the performance of his duties, as well as for his professional growth and development. It may be used by the Chief for personal reasons, since the Chief is on call in the event of emergency, provided however, that in-state or out-of-state travel over 100 miles distance from the City line will be permitted only with prior approval of the mayor.

5. DUES AND SUBSCRIPTIONS

The City agrees to budget and to pay for the professional dues and subscriptions of the 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 but not limited to the International Association of Chiefs of Police, the New England Police Chiefs Association, the Massachusetts Chiefs of Police Association, and any applicable regional police chiefs association(s).

6. PROFESSIONAL DEVELOPMENT

The City recognizes its obligations to the professional development of the Chief of Police, and agrees that the Chief shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator; accordingly, the Chief will be allowed to attend the Massachusetts, New England, and International police chiefs' training conferences each year without loss of vacation or other leave, and will be reimbursed by the City for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences. Any travel beyond New England must be with the prior approval of the mayor and subject to appropriation.

The City also agrees to budget and pay for travel and subsistence expenses of the Chief for attendance at courses, institutes, and seminars that, in the Chief's reasonable judgment, and subject to approval by the mayor, are necessary for his professional development.

The City shall reimburse the Chief for reasonable expenses incurred in connection with his attendance at professional management development courses and/or seminars, including, but not limited to, tuition for one college level course per semester at a college of the Chief's choice in his pursuit and attainment of an undergraduate or graduate degree in criminal justice or a related field, with prior approval from the mayor and subject to appropriation.

7. DEATH DURING TERM OF EMPLOYMENT

If the Chief dies during the term of his employment, the City shall pay to the Chief's estate all the compensation which would otherwise be payable to the Chief up to the date of the Chief's death.

8. DISCIPLINE OR DISCHARGE

A. It is agreed that the Chief of Police can be disciplined or discharged only for just cause, upon proper written notice of at least seven (7) days and only after a hearing at which the Chief shall have the right to be represented by counsel. The principles of progressive discipline will apply, and the City recognizes its obligation to provide the Chief with periodic performance evaluations.

B. The Chief may appeal any discipline or discharge to any superior court having jurisdiction. The superior court shall have jurisdiction of any petition for writ of mandamus for reinstatement of the Chief if he alleges that he has been improperly disciplined or discharged.

C. In the event the suspension or discharge of the Chief is reversed, the Chief shall be entitled to back pay and contract benefits.

9. RESIDENCY

The Chief shall maintain residency within twenty (20) miles of the City line.

10. CERTIFICATION

The Chief shall maintain Massachusetts police officer certification.

11. NO REDUCTION OF BENEFITS

The City agrees that it shall not at any time during the term of this Contract reduce the salary, compensation or other benefits of the Chief, except to the extent that such reduction is evenly applied across-the-board for all employees of the City.

12. INDEMNIFICATION

To the extent permitted by law, the City agrees that it shall defend, hold harmless, and indemnify the Chief against any tort, professional liability claim or demand, or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties. Willful torts and criminal acts are excluded from this indemnification; nor shall the City be liable under this Section in any lawsuit brought by the Chief against the City or any city employee or official.

A. Professional Liability: The City agrees to furnish at its expense professional liability insurance for the Chief with liability limits of not less than one million dollars (\$1,000,000.00).

B. Disability: The City agrees to procure a disability insurance plan for the Chief providing salary continuation and medical expense coverage in such amounts as it reasonably determines appropriate, or, alternatively, to continue the Chief's pay and benefits for any period of total or partial non-work-related disability (but not to exceed three (3) years).

C. Injured on Duty: As a sworn police officer, the Chief shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

13. MODIFICATION

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

14. LAW GOVERNING


This Contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

15. SEVERABILITY OF PROVISIONS


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

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

For the City of North Adams


Thomas W. Bernard, Mayor

For the Chief of Police


Jason R. Wood

Approved as to Form


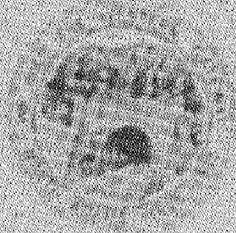


Exhibit 2



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor
Jennifer A. Macksey

MEMORANDUM

TO: Chief Jason Wood
FROM: Jennifer A. Macksey *JAM*
DATE: March 9, 2023
RE: Paid Administrative Leave

I am conducting an investigation regarding your misuse of City time and resources. Please be advised that you will be placed on Paid Administrative Leave effective immediately. I will have Lt. Beverly arrange to meet with you to obtain your badge, firearm, ammunition, police identification, and keys/fobs. At this time, I am allowing you to keep the City vehicle, however use should be limited to only urgent matters.

You are not to participate in any Police matters until further notice. If you receive calls or emails please direct them to Lt. Beverly.

I will contact you when our investigation is complete.