

**THE TOWN OF UPPER MARLBORO**  
**POLICE CHIEF EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into by this \_\_\_\_ day of \_\_\_\_\_ 2023 and between The Town of Upper Marlboro, a municipal corporation duly organized under the laws of the State of Maryland, hereinafter referred to as “Employer”, and David A. Burse, hereinafter referred to as “Employee.”

**WITNESSETH:**

**WHEREAS**, pursuant to Section 82-15 of the Town Charter, the President, with the approval of the Board, shall appoint the heads of all offices, departments, and agencies of the Town government as established by said charter or by ordinance, and all office, department, and agency heads shall serve at the pleasure of the President; and

**WHEREAS**, Employer desires to employ the services of Employee as Police Chief of the Town of Upper Marlboro; and

**WHEREAS**, both Employer and Employee agree that it is appropriate to enter into this Agreement in order to provide benefits, conditions of employment and the terms of employment; and

**WHEREAS**, Employee is an experienced and qualified law enforcement officer and desires to accept employment as the Police Chief of the Town of Upper Marlboro.

**NOW THEREFORE**, the Town of Upper Marlboro does hereby employ the services of David A. Burse as its Police Chief under, and in accord with the following terms and conditions:

**SECTION 1. DUTIES**

A. As Police Chief, the Employee, pursuant to the Town Charter and ordinances, police directives and the general public laws of this State, shall be responsible for leading, managing and administering the Police Department. The Employee shall be responsible to the President for the administration of the Police Department.

B. The Employee shall be charged with the effective and impartial enforcement of all Town ordinances and state laws for the protection of all citizens who work, live in or visit the Town. Pursuant to the Town ordinances and policy, the Employee shall be responsible for planning, organizing, directing, staffing, and coordination of police operations and for reporting the operational performance of the Police Department. The Employee shall assist the President/Mayor in the preparation of a budget. In addition to his other duties, and because of the limited manpower, from time to time, in the Town’s Police Department, the police chief shall occasionally work as he or the President deems necessary on police patrol for the Town.

C. The Employee, having the rank of Chief of Police, shall perform other legally permissible and proper duties and functions as the Town ordinances or directives outline or as the Board of Commissioners or the President/Mayor shall, from time to time assign.

## **SECTION 2. TERM**

A. The term of this Agreement shall be for five (5) years, commencing on the 2<sup>nd</sup> day of January 2024, and terminating on the 1<sup>st</sup> day of January 2029.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of the Employee in his capacity as the Police Chief of Employer at any time with cause.

C. This Agreement may be extended on a month-to-month or other term basis by mutual agreement in writing of the Employer and the Employee.

## **SECTION 3. SALARY**

A. The Employer shall pay the Employee for his services an annual base salary of One Hundred and Eleven Thousand, Eight Hundred and Twenty-Four dollars (**\$111,824.00**), payable in installments made at the same time as other Town employees are paid and subject to standard or similar legally permissible deductions.

B. The Employer agrees to increase this salary in the same increments for the cost of living adjustment as any other wage increases provided to Town employees, if any.

## **SECTION 4. PERFORMANCE EVALUATION**

A. The President/Mayor shall review and evaluate the performance of the Employee annually. The Employee shall be entitled to discuss the evaluation with the President/Mayor and provide a statement in support of his evaluation.

B. The Mayor's designee shall conduct an evaluation of the Employee's job performance in the summer of each year or as otherwise provided by policy and submit it to the President/Mayor.

C. Based on the performance rating of the Employee, a salary adjustment based on merit may be made but is not guaranteed.

## **SECTION 5. HOURS OF WORK**

The Employee shall be required to work a minimum of 40 hours per week and typically between the hours of 9 a.m. to 5 p.m., Monday through Friday. However, as the chief law enforcement official, the Employee may be required to attend or respond to urgent public safety matters outside of normal business hours including being accessible to the President/Mayor and other members of the Board of Commissioners by phone and email at all hours of the day.

Employee shall not be paid additional compensation for any work above the indicated 40 hours per week. The Employee further agrees to devote that amount of time and energy which is reasonably necessary for Employee to faithfully and properly perform the duties of Police Chief under this Agreement, subject to annual leave, sick leave or other time off to which the employee is granted.

#### **SECTION 6. AUTOMOBILE**

A. The Employee may be afforded with Twenty-Four (24) hour use within the Washington Metropolitan Area of an automobile provided to the Employee by the Employer, provided such vehicle is available and approved by the President/Mayor.

B. The Employer shall be responsible for providing automobile liability insurance, property damage and comprehensive insurance and operation, maintenance, and repair of such vehicle.

C. The Employee shall not be sanctioned or disciplined in any way for using the Employer's insurance where the Employee is not demonstrably negligent in the operation of the Town vehicle.

#### **SECTION 7. ANNUAL AND SICK LEAVE**

Employee shall be entitled to accrue annual and sick leave at the rate specified for full-time Town employees under the same terms and conditions as provided in the Town's Employee Handbook as currently adopted and as amended from time to time. Leave may be advanced with the approval of the President/Mayor or designee.

#### **SECTION 8. HEALTH AND LIFE INSURANCE/WORKERS COMPENSATION**

A. Health and Life Insurance and all other benefits typically afforded a full-time employee under the Town's policies will be provided to the Employee at the Employer's cost in an amount provided to all full-time employees.

B. The Employer shall provide workers compensation coverage for the Employee as required by law.

#### **SECTION 9. RETIREMENT**

Employee shall be entitled to retirement benefits comparable to the same or similar benefits afforded to full-time Town employees as provided in the Town's Employee Handbook as currently adopted and as amended from time to time.

#### **SECTION 10. DUES AND SUBSCRIPTIONS**

Employer may at the request of the Employee, budget and pay for the professional dues and subscriptions of the Employee which Employer finds necessary for Employee's continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement for the good of the Employer.

### **SECTION 11. PROFESSIONAL DEVELOPMENT**

The Employer may as it deems appropriate budget an amount for travel and subsistence expenses for Employee for professional and official travel, meetings, and occasions.

### **SECTION 12. SUSPENSION, REMOVAL AND SEVERANCE PAY**

A. The Employer reserves the right, at any time and from time to time, to suspend, with or without pay, and dismiss the Employee from the position of Chief of Police with cause in accordance with this Agreement.

B. In the event the Employee decides to resign early, before expiration of any agreed upon term of office, the Employee shall endeavor to give the Employer ninety (90) days' notice in advance. Provided such notice is given, the Employee will be entitled to receive pay for any unused vacation, and holiday leave.

C. In the event the Employer decides to dismiss the Employee from his position as Chief of Police for no reason or for any reason other than for cause or in the event the Employer resigns following a formal suggestion by the Employer that he resign before the expiration of this contract, or before expiration of any agreed upon term of office, the Employee shall be entitled to a lump sum severance payment equivalent to the balance of any term of appointment up to a maximum of nine (9) months.

### **SECTION 13. INDEMNIFICATION**

Employer shall defend, save harmless and indemnify Employee, but only up to the limits and pursuant to the scope of its policies of insurance or the limits of the local government Tort Claims Act, whichever is greater, as maintained by the Employer from time to time against any tort, professional liability claim, as permitted by law, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties hereunder. Pursuant to the insurance parameters above, the Employer may, at its sole discretion, without consultation or notice to Employee compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. This indemnification clause shall be in effect up to three (3) years following employment.

### **SECTION 14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

A. The President/Mayor, in consultation with the Employee may modify, amend or fix such other terms and conditions of employment as may be determined, from time to time, to be

necessary or appropriate, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town Charter, ordinances, the Employee Handbook or any other law or policy.

B. Further, all provisions of the Town Charter, the Town ordinances and policies of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to the Employee as they would to other employees of the Employer, in addition to the benefits enumerated specifically for the benefit of the Employee, except as herein provided. This Agreement shall supersede any prior agreements or offers whether oral or in writing.

### **SECTION 15. DEATH DURING TERM OF EMPLOYMENT**

If the Employee dies during the term of his employment, the Employer shall pay to the Employee's estate all the compensation which would otherwise be payable to the Employee up to the date of the Employee's death, including but not limited to, payment for any unused leave days.

### **SECTION 16. NOTICES**

Notices pursuant to this Agreement shall be given by the United States Mail, postage prepaid, addressed as follows:

**(1) EMPLOYER:**

The Town of Upper Marlboro  
c/o President/Mayor  
Town Hall  
14211 School Lane  
Upper Marlboro, Maryland 20722

**With a Copy to:**  
Kevin J. Best, Esq.  
Town Attorney  
106B Defense Highway, Suite A  
Annapolis, Maryland 21401

**(2) EMPLOYEE:**

David A. Burse

Alternatively, notices required pursuant to this Agreement may be personally served or emailed provided that notice is also sent via first class mail. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice into the United States Postal Service.

**SECTION 17. CERTIFICATION**

A. Employee certifies to the Employer that Employee has the necessary training required of him to be certified as a law enforcement officer in the State of Maryland, and is so certified, that he is authorized to carry a concealed hand-gun, and that he will maintain all certifications, necessary for certification as a law enforcement officer of the State of Maryland during the full term of this Agreement and any extension thereof. Employee understands and agrees that the loss of such certification will result in the Employee's immediate and automatic suspension under the terms hereof, without notice, from his duties and loss of pay.

B. Employee agrees to immediately notify the President/Mayor of any such suspension and to abide by the instruction of the Employer with regard to his activities, and the custody of any property of the Employer in his possession.

**SECTION 18. ENTIRE AGREEMENT**

A. This Agreement shall constitute the entire agreement of the parties. No oral agreement or arrangement, not put in writing shall have any force and effect: provided, however that any Ordinance or Charter provision or amendment thereto shall automatically be incorporated, except as otherwise expressed herein, into the terms and provisions of this Agreement after proper adoption by the Town; and provided further that this Agreement shall be binding upon and insure to the benefit of the heirs at law and personal representatives of the Employee.

B. This Agreement shall become effective on the date stated at the beginning of this Agreement. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portions thereof, shall be deemed serviceable, shall not be affected and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Employer, as approved by the Board of Commissioners, has caused this agreement to be signed and executed on its behalf by the President and the Employee has signed and executed this agreement, effective the date and year above written.

WITNESS/ATTEST

THE TOWN OF UPPER MARLBORO

\_\_\_\_\_

By: \_\_\_\_\_

Sarah Franklin  
President

WITNESS/ATTEST

EMPLOYEE

\_\_\_\_\_

\_\_\_\_\_

David A. Burse

ATTEST:

\_\_\_\_\_

Date

\_\_\_\_\_

Town Clerk