



TOWN OF MONTEREY

435 Main Rd. P.O. Box 308

Monterey, MA 01245

CONTRACT

Contract made this 13 day of July, 2022 by and between the **TOWN OF MONTEREY** and **GARETH BACKHAUS, CHIEF OF POLICE** of the **MONTEREY POLICE DEPARTMENT**.

NOW, THEREFORE, the **TOWN OF MONTEREY** and the **CHIEF OF POLICE** hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this contract to which said **GARETH BACKHAUS** shall be entitled to as **CHIEF OF POLICE** of the **MONTEREY POLICE DEPARTMENT**.

LENGTH OF CONTRACT

This Contract shall be for a 6 month term commencing July 1, 2021, through December 31, 2022.

COMPENSATION

The CHIEF OF POLICE shall receive the sum of \$44,161.19 as salary under the terms of this Contract, and shall receive at least the same number of sick days, vacation days, holiday pay, uniform, and cleaning allowance, on call pay for coverage from 12:00AM-8:00AM@ the rate of \$100.00/wk. for 13 weeks (the other 13 weeks covered by the chief's designee, at the same rate) and all other benefits as do full-time employees of the TOWN OF MONTEREY. In addition, the provisions of M.G.L. Ch. 147, Sec. 17F (attached hereto), shall apply.

DUTIES

The CHIEF shall have all the powers given to a CHIEF OF POLICE under the provisions of M.G.L. Ch. 41, Sec. 97, as may from time to time be amended.

His duties shall include but not be limited to the following:

1. The CHIEF shall supervise the daily operation of the Police Department.
2. The Chief shall supervise all departmental personnel.
3. The CHIEF shall prepare the Police Department budgets and submit proposals for budgets to the Select Board and the Finance Committee.

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4. The CHIEF shall give reports to the Select Board either orally or in writing when requested or required in order to ensure the proper communication between the Select Board and the Police Department.
5. The CHIEF shall be responsible for all departmental expenditures, disbursements and collected funds in accordance with the laws and statutes of the Commonwealth of Massachusetts and the Bylaws of the TOWN OF MONTEREY.
6. The CHIEF shall supervise and be in charge of all equipment, including vehicles belonging to the Police Department of the TOWN OF MONTEREY.
7. The CHIEF shall establish uniform specifications for the Police Department. Such uniform specifications shall specify the items that constitute the uniform, as well as the grade, quality and/or number of units of each uniform item so specified.
8. The CHIEF shall establish weapons and ammunition specifications for the Police Department. The officers of the Department shall carry only those weapons and ammunition as authorized by the CHIEF OF POLICE.
9. The CHIEF shall be in charge of all fulltime, reserve/intermittent and special police officers in the TOWN OF MONTEREY. The chief shall meet with them on a regular basis.
10. The CHIEF shall be in charge of and responsible for the carrying out of all training programs for departmental personnel, safety programs for elementary-school children and "Neighborhood Watch" programs.
11. The CHIEF shall be responsible for and have the power to maintain the discipline of the departmental personnel, the assignment to shifts and duties of all departmental personnel, and shall have all the powers as to discipline conferred upon Chiefs of Police by statute in this Commonwealth.
12. The CHIEF shall be available for hearings before any Board of the Town at which the Police Department is required to appear and before the Town Meetings when necessary.
13. The CHIEF shall perform the duties of the Animal Control Officer including but not limited to investigation of dog bites, enforcement of dog bylaws, licensing and nuisance barking.
14. The Chief shall be in charge of the Black Board Connect mass notification system.

HOURS OF WORK

1. The CHIEF agrees to devote that amount of time and energy which is reasonably necessary for the CHIEF to faithfully perform the duties of the CHIEF OF POLICE under this Contract.
2. It is recognized that the CHIEF OF POLICE must devote a great deal of time outside the normal office hours to the business of the TOWN OF MONTEREY, and to that end, the CHIEF OF POLICE shall be allowed to take compensatory time off as he shall deem appropriate during said normal office hours at such time which the CHIEF reasonably determines will adversely impact the Department operations least.

INSURANCE

The TOWN OF MONTEREY agrees to furnish at its expense professional liability insurance for the CHIEF OF POLICE with liability limits of \$1 million/\$1 million/\$3 million per year.

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PROFESSIONAL DEVELOPMENT

1. The TOWN OF MONTEREY recognizes its obligations to the professional development of the CHIEF OF POLICE and agrees that the CHIEF OF POLICE shall be given adequate opportunities to develop his skills and abilities as a law-enforcement administrator; accordingly, the CHIEF OF POLICE will be allowed to attend the New England Chiefs of Police Conference and will be reimbursed by the TOWN for expenses incurred while attending or traveling to the conference. The TOWN also agrees to budget and pay for travel and subsistence expenses of the CHIEF OF POLICE for short courses, institutes and seminars that, in his reasonable judgment and that of the Select Board, are necessary for his professional development.
2. The TOWN agrees to budget and pay for professional dues and subscriptions related to the professional growth, development, education and training of the CHIEF OF POLICE, as approved by the Select Board.

AUTOMOBILE

1. The TOWN shall provide a police vehicle for use by the CHIEF OF POLICE and all attendant operating and maintenance expenses and insurance. The said vehicle is to be used by the CHIEF OF POLICE in connection with the performance of his duties as CHIEF OF POLICE.
2. The CHIEF OF POLICE may upon mutual agreement of both parties use his own private automobile for his use as CHIEF OF POLICE. The TOWN shall pay all allowable and appropriate expenses for such vehicle use.

DISCHARGE

It is agreed that the CHIEF OF POLICE can be discharged only for just cause in accordance with Massachusetts law, upon proper notice and only after a hearing at which the CHIEF OF POLICE shall have the right to be represented by his counsel. The CHIEF OF POLICE shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing.

MISCELLANEOUS

1. Upon retirement of the CHIEF OF POLICE, in addition to all other benefits, the CHIEF OF POLICE shall be entitled to be paid for unused annual and/or sick leave in accordance with the established policy for Town employees.
2. Prior to taking any vacation leave by the CHIEF OF POLICE, the CHIEF OF POLICE shall consult with and advise the Select Board of the name of the Officer-in-Charge of the Police Department for the period of the vacation leave.

PAID DETAILS

The Chief shall be allowed to work paid details under the following conditions:

1. The number of detail hours shall not exceed 240 hours for the period of this contract.

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2. Details may be worked during normal weekday time-off hours or during vacation time.
3. Departmental procedure for assigning details shall be followed.


MODIFICATIONS

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


SIGNED at the Town of Monterey, Berkshire County, Massachusetts, on the day and year first above written.

MONTEREY CHIEF OF POLICE:


MONTEREY SELECT BOARD:



Gareth J. Backhaus



Justin Makuc, Chair



Susan Cooper

Part I ADMINISTRATION OF THE GOVERNMENT

Title XX PUBLIC SAFETY AND GOOD ORDER

Chapter 147 STATE AND OTHER POLICE, AND CERTAIN POWERS AND DUTIES OF THE OFFICE OF PUBLIC SAFETY AND INSPECTIONS OF THE DIVISION OF PROFESSIONAL LICENSURE

Section 17F POLICE CHIEFS; WORKING ON HOLIDAYS; ADDITIONAL PAY

Section 17F. If the superintendent of police in the city of Lowell, the city marshal in the cities of Newburyport and Salem, or the chief of police in any other city or town, is on duty at any time on January the first, July the fourth or Christmas day, or the day following when any of said days occurs on Sunday, or the third Monday in February, the third Monday in April, the last Monday in May, the first Monday in September, the second or fourth Monday in October or Thanksgiving day, he shall be granted an additional day's pay.