

INTER-MUNICIPAL AGREEMENT FOR POLICE SERVICES  
BETWEEN THE TOWNS OF LEVERETT AND WENDELL

*Draft as of 2021.10.25*

THIS AGREEMENT dated as of the \_\_\_ day of \_\_\_\_\_, 2021 (this "Agreement") is entered into by and between the Town of Wendell ("Wendell") and the Town of Leverett ("Leverett"), each a "Town" or "Party" and collectively, the "Towns" or "Parties", by and through their respective Selectboards.

WHEREAS, G.L. c. 40, § 4A authorizes the chief executive of a city or town to enter into agreements with one or more municipalities and other governmental units for, and to share costs of, that other unit's services which the city or town is authorized to perform; and

WHEREAS, G.L. c. 41, § 97A authorizes the Selectboard of a town to establish a police department under the supervision of an appointed Chief of Police; and

WHEREAS, the police department of any town is responsible for maintaining public order and safety, enforcing the law and preventing, detecting and investigating criminal activity; and

WHEREAS, the Selectboards in both Towns wish to provide for the provision of police services in Wendell by Leverett's police department and officers under an arrangement of coordination and cooperation including advice and consent by Wendell as provided for herein, but under the command of a single Chief of Police;

NOW, THEREFORE, the Towns, in consideration of the promises set forth above and the mutual covenants set forth below, and intending to be legally bound, hereby agree as follows:

- 1) HOST MUNICIPALITY: Leverett shall act as the "host municipality" and operate a police department as authorized by G.L. c. 41, §97A, subject to the terms of this Agreement for the purpose of serving the policing needs of Wendell.
  - a) Without limiting the generality of the foregoing, the "host municipality" shall:
    - i) enter into contracts for goods and services necessary for the operation of a police department;
    - ii) employ all staff, including, without limitation, the Chief of Police and all subordinate personnel and other employees;
    - iii) maintain insurance in such coverage amounts and with such deductibles as it deems appropriate, and as required under Section 13 of this agreement, for the police services to be performed by Leverett, and for Wendell under this Agreement;
    - iv) apply for available grants and administer any grants awarded at the discretion of the Police Chief;
    - v) maintain appropriate records and submit all appropriate public safety data, reports, and other information to federal and state agencies as required by law; and
    - vi) be responsible for, as necessary, any unforeseen incidental or other costs related to the provision of police services in and for Leverett and, through this Agreement, for Wendell, subject to the right to be reimbursed for such costs related to services for

Wendell, such Wendell costs to be determined after review and evaluation of the expenses by the Selectboards of the Towns and the Committee provided for in Section 2.

- 2) ADVISORY POLICE SERVICES OVERSIGHT COMMITTEE: The Towns hereby establish an Advisory Police Services Oversight Committee (hereinafter the "Oversight Committee" or "Committee"), an advisory committee consisting of one (1) member of the respective Towns' Selectboards, one (1) member of the respective Towns' Finance Committees and one (1) Community Representative appointed by their respective Selectboards. In any case, the official size of this committee will be no more than six (6) unless new members join this agreement in the future through the process described in Section 8. The purpose of the Advisory Oversight Committee will be to establish, analyze, and update as needed the terms for the police services provided pursuant to this Agreement. The Police Chief's reports to the Selectboards of each Town will also be presented to and reviewed by the Advisory Oversight Committee, however such presentation and review of the Chief's reports may be conducted separately or combined, with presentations to either or both Selectboards.
- a) Purpose: Each Town may review, raise issues, and make comments or recommendations on all matters relating to the provision of police services under this Agreement, including but not limited to the following:
- i) Review quarterly assessment, including conducting an ongoing review of the underlying data and assumptions used in determining each Town's proportional share of the Police Department's expenditures. It is acknowledged that, due to the lack of complete, accurate and reliable data at the time of entry into this Agreement, the assessments may change in the future and will be included by amendment to this Agreement.
  - ii) Deliberate and make recommendations on the Police budget to aid in the annual budgeting process of each Town. It is acknowledged that such recommendations are advisory only and the Committee has no authority to approve or deny the Police budget.
  - iii) Appoint members to hiring/screening advisory subcommittees for Police Department positions other than the Chief of Police.
    - (1) Such hiring/screening advisory subcommittees shall include, at a minimum, one (1) representative from each member Town's respective Selectboard; one (1) community representative from each Town, and the Chief of Police.
    - (2) The Chief of Police shall pre-screen applicants for consideration by the hiring/screening advisory subcommittee.
    - (3) It is acknowledged that the Leverett Selectboard has the ultimate authority in all personnel decisions.
  - iv) Work to resolve issues of mutual concern between the Towns and provide support and guidance to the Chief of Police when he or she may request the same.
  - v) Develop terms and conditions for the admittance of any prospective member towns that desire to become party to this Agreement in the future. This includes, at the discretion of the Committee, appointing subcommittees to study issues, costs and other impacts and considerations that may arise from the addition of new member towns, as

well as the impact on the assessment considerations put forth in Section 5 of this Agreement.

b) Operation: The **Advisory** Committee shall meet not less frequently than quarterly, to review matters pertaining to police services. Without limiting the generality of the foregoing, at such meetings the Committee shall review, discuss and, as appropriate, make recommendations on goals, staffing, promotions and operational issues except for those issues that are the responsibility of each Town's Selectboard. Prior to these meetings, each Selectboard shall meet separately to establish that Board's position on any matters it wishes to discuss including those that are a matter of each board's authority and those that are not, as if it were a matter purely within its own authority. As the appointing authority, Leverett shall have the ultimate decision-making authority on any personnel matter raised between the Towns under this section, with the exception of issues that have exclusive impact on the Town of Wendell. In such cases, with consultation with the Oversight Committee and the Leverett Selectboard, the Wendell Selectboard shall have ultimate authority. In instances where such issues, policies or procedures are the result of State or Federal mandates or otherwise deemed critical, in the exercise of reasonable discretion, by the Chief of Police to maintain public safety, Leverett shall maintain all decision-making authority. It is the mutual understanding of each Party that they share an interest in efficient provision of police services. Leverett agrees to act in good faith in considering the stated position of Wendell before exercising its decision-making authority over region-wide and Department-wide issues and also recognizes the authority of Wendell to exercise jurisdiction over issues specific to Wendell and its citizens.

i) The **Advisory** Oversight Committee may discuss and recommend policies to the Chief of Police. The Committee may also review current and proposed policies, but it is hereby acknowledged that the Leverett Selectboard has the final decision-making authority on any and all policies for the Department.

3) CAPITAL ASSETS, EQUIPMENT AND SUPPLIES: All vehicles, equipment, supplies and other accoutrements used in the provision of police services under this Agreement, regardless of which Town may be the original owner at the time of the execution of this Agreement, shall be considered the property of the Town of Leverett. Leverett shall be responsible for the maintenance and repair, as well as the retirement and replacement, of all such assets. The Towns will share the costs associated with vehicles, equipment and other assets, as determined pursuant to the process described in Section 5. Wendell shall make a complete inventory of any and all property transferred to Leverett and both Towns shall work in concert to formalize ownership of any assets requiring title transfers or other necessary actions. Such inventory shall be attached to this Agreement as Exhibit B or identified in subsequent amendments as appropriate.

a) Vehicles: Wendell agrees to transfer the ownership of its existing patrol vehicle to Leverett and to pay for any necessary upfitting and outfitting required to meet the standards and requirements of the Town of Leverett. Leverett agrees to accept transfer of said vehicle without cost and acknowledges that the vehicle is not subject to any warranty or guarantee

**Commented [m1]:** Question about what could apply here, can we put some examples in the document to help clarify what is meant? If no ideas can be thought of, then let's strike the whole reference

except that which may be provided by the vehicle manufacturer. Wendell further agrees to set aside funds within its annual budget to provide for a replacement vehicle based on the vehicle replacement cycle determined by the Chief of Police in consultation with the Committee and such funds will be transferred from Wendell to Leverett at or before the end of the replacement cycle. Should this Agreement be terminated, Wendell will resume ownership of said vehicle or subsequent replacement vehicles as the case may be, and Leverett shall cooperate in the return to Wendell thereof and execute such documents as may be required to accomplish the same.

- b) Wendell Substation: The existing Police building in Wendell, hereinafter the “Wendell Substation” or “Substation”, shall be available for use by Leverett for the purposes of providing Police services, and the Towns will execute a lease agreement contemporaneously with this Agreement and prior to Leverett Police occupying the Substation.
  - i) Upon execution of a lease agreement, the Chief of Police shall have sole authority regarding access to and use of the Substation during the term of such lease.
- c) Wendell Fueling Station: Wendell shall make available the Town’s fueling station to Leverett Police Department vehicles.
  - i) Wendell shall be responsible for any costs necessary to add the Police Department vehicles to any licensing programs or fuel management systems or software, and these costs shall be separate from the assessment described in Section 5.
  - ii) Actual costs for fuel dispensed from the Wendell Fueling Station to Leverett Police vehicles or equipment shall be the responsibility of Leverett.
  - iii) Wendell shall invoice Leverett for fuel not less than quarterly.

- 4) BUDGET: The budget for police services will be developed and managed by Leverett with recommendations from Wendell according to Section 2 of this Agreement. The annual budget, including all municipal assessments, shall be prepared in a timely manner by Leverett in order to meet the financial evaluation and fiscal expectations of Wendell. The annual budget request shall be delivered to the Towns on or before February 1<sup>st</sup> of the preceding fiscal year so that each Town may review and provide any further comment or recommendations through their respective Finance Committees and Selectboards.
  - a) Any remaining funds in the police services budget after an annual reconciliation of the costs of providing police services and the respective contributions of the Towns will be proportionately shared by the Towns as agreed to by the Parties. Such reconciliation will be performed by the Leverett Town Accountant and, after review and evaluation by the Advisory Committee, provided to Wendell. If applicable, Wendell may be refunded a portion of its assessment in this respect.
  - b) Annual Report – On or before October 1 of each year, Leverett shall deliver to Wendell an annual report describing the programs, operations, challenges and opportunities pertaining to the police services provided under this Agreement (see Section 7b, reporting requirements from the Chief of Police). A budget summary for consideration by the Advisory Committee will be included.

**Commented [ME2]:** Need to determine how this will be paid. What is the easiest approach?

**Commented [ME3R2]:** Dan will ask Highway department and Wendell’s collector how best to address. OUTSTANDING

**Commented [ME4R2]:** We need to know how consumption is measured...do they have a fuel management software that can track individual users or vehicles?

5) ASSESSMENT AND COST SHARING: Leverett shall provide Wendell with police services as required by and consistent with the terms of this Agreement and shall make an annual assessment for said services as set forth below.

a) The assessment for the fiscal year beginning July 1, 2021 shall be \$44,704.

b) The assessment for the fiscal year beginning July 1, 2022 shall be based on the recommendation of the Chief of Police during the regular annual budgeting process for the Town of Wendell and shall be based on a combination of estimated and actual data from the prior year, but in no event shall be less than \$44,000. In the event the assessment formula described in the following subsection is mutually agreed upon prior to said budget deliberations, said formula shall be used in determining the assessment to be made.

b)c) The need for flexibility in the first three years of the Agreement is acknowledged until reliable actual costs can be determined.

d) It is acknowledged that in the future each Town will share the total cost of Police services in a manner that is proportional to the use of said services by each Town, according to an assessment formula to be mutually agreed upon, and which will be determined when sufficient calls for service data or other acceptable determinant of the cost of services provided is available.

i) Determination of criteria for calculating the base percentage of Wendell's responsibility will be subject to data collection, analysis and subsequent negotiation and revision over an initial period of time which will be at least three years. Prior to the end of that initial period, an agreement between the two Towns will be based on demographic and budget data that is at hand, such as population and whatever history of service provision is available.

ii) The Advisory Police Services Oversight Committee, as described in Section 2, shall be responsible for determining the criteria and developing the formula for future assessments. The Advisory Police Services Oversight Committee shall submit a recommended assessment formula to the Selectboards of each Town for review and approval, which approval shall be appended to, or included in an amendment, to this Agreement.

e) Wendell will pay Leverett the assessment in equal quarterly installments beginning on or before August 1<sup>st</sup> of each fiscal year.

f) Both Towns acknowledge that this is a mutually beneficial agreement and further acknowledge that any unexpected or unforeseen expenditures requiring additional resources will be the responsibility of both Towns and such costs will be allocated under the assessment formula as described in this section. In such instances, the Chief of Police will be responsible for providing a timely and thorough explanation of said expenditures to the Selectboards of each Town; said expenditures are subject to all applicable laws pertaining to appropriating funds.

i) Until such time as the assessment formula referenced above is determined, such unexpected and unforeseen costs shall be allocated on a proportional basis using the Fiscal Year 2022 approved budgets for each Town, and more specifically as follows: Leverett shall be responsible for 82.5% and Wendell shall be responsible for 17.5%.

**Commented [MP5]:** 1) Specific formula for assessments cost drivers – Area, population, and calls for service are all options. Consider a weighted average formula that weights calls for service more. This will likely be decided after we have a few years of good data.

**Commented [ME6]:** Leverett 2022 budget = 207,761 (82.5%)  
Wendell 2022 budget = 44,704 (17.5%)  
Total =252,465 (100%)

g) Each year an evaluation of expended funds should take place in January to make sure the Department has not spent significantly more than 50% of its budget. If the budget has been over expended, then a plan to either reduce services for the rest of the fiscal year so that the department stays within budget or to recover the over expended funds should be generated by the subsequent February 15<sup>th</sup>.

h) Leverett shall be entitled to all revenues received from extra duty details, pistol permits, and any other Police services provided by Leverett, regardless of the Town in which the payee resides or the services are provided. Leverett will provide an accounting of all revenues as part of the reports described in Section 4, but in no way shall these revenues be considered as an offset against any cost sharing and assessments described in this Agreement.

**Commented [m7]:** This is a protection against an unexpected event or two taking a significant amount of the budget and not being noticed so that at the end of the fiscal year the department is overexpended without appropriation.  
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6) FINANCIAL SAFEGUARDS: Under the provisions of M.G.L. Chapter 40, §4A, Leverett shall provide to Wendell periodic financial statements that shall include: accurate and comprehensive records of the services performed under this Agreement; the costs incurred by Leverett; and the reimbursements and contributions received. Such reports shall be compiled and distributed by the Chief of Police on a quarterly basis. The financial and accounting records required by this Section shall be subject to and included within Leverett’s annual municipal financial audit process. Excluding indemnification obligations hereunder, the maximum extent of each Town’s financial liability for respectively, provision of services and assessments for such services, in connection with this Agreement shall not exceed the amount validly appropriated by, or available to, each Town for said purpose.

7) POLICE CHIEF POSITION DESCRIPTION, DEFINITION: The Chief of Police shall be responsible for organizing, directing, and supervising all operations of the Leverett Police Department, as set forth in the job description that is attached hereto as Exhibit A.

- a) The Chief of Police shall be appointed by and report to the Leverett Selectboard.
  - i) The Leverett Selectboard shall meet not less frequently than annually to conduct a performance evaluation of the Chief of Police.
  - ii) In the event that, for any reason, Leverett needs to hire a new Chief of Police, the Leverett Selectboard shall provide for the posting of notice of the vacancy and conduct such a search process as it determines to be appropriate. Wendell may provide its recommendations and comments on candidates for the position, but the hiring decision shall rest with Leverett, as the appointing authority. The Leverett Selectboard shall appoint a hiring/screening advisory subcommittee, whose members and composition shall be at the discretion of the Board, to screen candidates for the position in executive session or otherwise under the requirements of the Open Meeting Law, G.L. c. 30A, § 21(a)(8))
  - iii) Similarly, as to removal of the Chief of Police, Wendell shall have the opportunity to provide its recommendation, but the ultimate decision rests with the Leverett Selectboard.

- b) The Chief of Police shall regularly report to the Leverett Selectboard and at least annually to the Wendell Selectboard regarding the status of the Police Department, police services being performed, and the achievements and challenges of police services specific to each community as well as to the region, as per the arrangement under this Agreement. Reports to each community shall promptly be shared by each Town with the other.
  - c) The Chief of Police shall be responsible for the administrative, technical, educational and inspectional work of police services and for planning and managing a public safety program for both Towns.
  - d) The Chief of Police shall make recommendations to the Leverett Selectboard, and those recommendations will be shared with the Advisory Police Services Oversight Committee, regarding the annual operating budget for police services for both Towns. The Committee will have an opportunity to review and ask questions about the Chief's recommendations and the Chief will be available to meet with the Wendell Selectboard at their request to discuss the operating budget and police services.
  - e) The Chief of Police may apply for and monitor grants for which Leverett and Wendell may be eligible, and shall comply with all requirements of the granting authority, whether public or private.
  - f) The Chief of Police shall monitor the work of the Committee and progress toward meeting established police services objectives, and report thereon to the Selectboards of the Towns.
  - g) The Chief of Police shall be responsible for the annual evaluations, if any, of all subordinate personnel, and will manage all such personnel. The Chief shall adhere to the applicable personnel policies of Leverett. ~~Subject to applicable law, any personnel actions shall be communicated to the Selectboards of each Town.~~ The Chief will coordinate these duties and/or actions with the appropriate authorities in the Town of Leverett and in the Town of Wendell in any case where police personnel have duties specific to meeting legal or other requirements for the Town of Wendell (e.g., Animal Control, Board of Health, Building Inspection or enforcement).
- 8) ADDITION OF NEW MEMBERS: It will require an affirmative vote of the Selectboards of each Town to allow another town to participate in the Agreement. It shall be the responsibility of the Advisory Oversight Committee as described in Section 2 at the time of the request to determine the terms under which a prospective new member may join this Agreement, but in any event, the new member shall cover all costs and expenses- associated with their entry and participation in the Agreement.
- a) New member towns shall be entitled to equal representation on the Advisory Oversight Committee as defined in Section 2; said representation shall consist of three (3) individuals, including one (1) member of the new town's Selectboard, one (1) member of the Finance Committee, and one (1) Community Representative appointed by the Selectboard.

**Commented [m8]:** The selectboard has personnel action authority.

9) TERM: The term of this Agreement (the "Term") shall be for a period of three (3) years commencing on [REDACTED], provided that either Town may terminate this Agreement on one (1) year's notice to the other as set forth in Section 11, below.

10) AMENDMENTS: This Agreement may not be revised, modified or amended except in writing by both Towns when duly authorized by their respective Selectboards.

11) TERMINATION: Either Town may terminate this Agreement upon one (1) year's written notice to the other Town. Such notice must be signed by a majority of the Selectboard, and need not state any cause. No such termination shall affect any obligation of indemnification or any contractual obligation that may have arisen hereunder prior to such termination. The Towns shall endeavor in good faith prior to the expiration of such one-year period to determine a fair and equitable manner for dividing any joint assets not otherwise provided for herein. Following termination, each Town shall be solely responsible for the provision of police services for itself.

12) INDEMNIFICATION:

- a) To the extent permitted by law, Wendell shall indemnify Leverett from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from Wendell's performance under this Agreement but only to the extent and in an amount Wendell would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. c. 258.
- b) To the extent permitted by law, Leverett shall indemnify Wendell from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from Leverett's use of the leased premises under this Agreement but only to the extent and in an amount Leverett would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L.c. 258.
- c) By entering into this Agreement, the Parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

13) INSURANCE: ~~MIA~~ The Town of Wendell will provide a certificate of insurance from their insurance carrier to the Town of Leverett naming Leverett as Additional Insured on Wendell's general liability policy. Wendell shall maintain insurance coverage meeting or exceeding the minimum coverage required by Massachusetts General Law Chapter 258.

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14) ASSIGNMENT: Neither Town shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other.



- 15) SEVERABILITY: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and the Agreement shall remain valid and shall be enforced to the extent permitted by law so long as the Agreement continues to allow for each Party to receive the benefit of its bargain under the Agreement.
- 16) WAIVER: The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the Party waiving such obligation or condition. Forbearance or indulgence by a Party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that Party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.
- 17) APPLICABLE LAW: The Parties agree to comply with all applicable local, state and federal laws, regulations and orders relating to the performance of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts. Any action brought pursuant to this Agreement shall be brought in the Commonwealth courts of Franklin County. Trial by jury is waived by both Parties.
- 18) COMPLETE AGREEMENT: This Agreement, and all exhibits referenced herein and attached hereto, constitute the entire agreement between the Parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Parties concerning the subject matter hereof. Each Party acknowledges that it has not relied on any representations by the other Party or by any person for whose actions the other Party is responsible, other than the express, written representations set forth herein.
- 19) NON-DISCRIMINATION: The Parties shall not discriminate against any person in their activities under this Agreement, including employees or applicants for employment, because of race, color, creed, national origin, age, sex, sexual orientation, sexual identity, disability, veteran status, ancestry or any other legally protected status. With respect to their exercise of all rights and privileges herein granted, the Parties shall undertake such affirmative action as is required by Federal and State laws, rules and regulations pertinent to civil rights and equal opportunity, unless otherwise exempted therefrom.
- 20) TERMINATION DUE TO LACK OF FUNDING: Each Party acknowledges that both Parties are political subdivisions of the Commonwealth of Massachusetts established pursuant to law and that they are funded in large part through Federal, state and local monies. Notwithstanding any other provision in this Agreement, both Parties shall have the right, exercised in each Party's discretion, to terminate this Agreement on less than one year's notice, but not less than forty-five (45) days' notice, by written notice to the other in the event a lack of governmental funding makes it impossible for the terminating Party to perform its obligations under the Agreement

Commented [m10]: Want this waiver left in.

for a full year prior to termination. The termination notice shall include documentation of the funding insufficiency.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

TOWN OF LEVERETT

By its Selectboard

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOWN OF WENDELL

By its Selectboard

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List of Exhibits

Exhibit A – Chief of Police Job Description

Exhibit B – Inventory of Assets Contributed by Wendell (Chief to provide)

**Commented [ME11]:** Radios, base, firearms, vehicle.  
Chief to provide

## APPENDIX A - CHIEF OF POLICE JOB DESCRIPTION

November 2015

### Basic Function

As chief administrative officer, the Chief of Police is responsible for the management, supervision, and effective and efficient operation of the Police Department in the enforcement of law and the protection of life and property consistent with federal and state law and the policies and standard operating guidelines of the department and town. The Chief shall possess knowledge of sound management practices and the ability to utilize sound judgment and integrity. A comprehensive knowledge of the community, including its character and expectations for its Police, should be the basis for the department's policies and procedures. The position requires extensive cooperation and coordination with other town departments, particularly with other public safety departments and with the Selectboard, and the establishment of positive relationships with the community.

Leverett has accepted Chapter 41, Section 97.

### Essential Duties and Responsibilities

*The essential duties and responsibilities listed include the minimum requirements for the position. The position also includes other duties as discussed in the Additional Duties section below.*

Oversees and manages all departmental operations and supervises departmental personnel. Is responsible to the Selectboard for the comprehensive operation of the department.

#### Section I: Law Enforcement Duties

- 1) Observes and enforces all laws and regulations which the department or its officers have the authority to execute.
- 2) Patrols and performs patrol related duties.
- 3) Performs arrests and arrest related activities, including evidence and property management, the creation and maintenance of appropriate records, and report preparation.
- 4) Performs incident response functions and conducts investigations.
- 5) Ensures the safekeeping and accountability of criminal evidence and recovered property.
- 6) Makes recommendations for equipment replacement. Maintains, stores and distributes policing equipment.
- 7) Organizes reports, records and evidence for court appearances. Makes courtroom appearances and provides testimony.
- 8) Oversees all department-owned firearms and authorizes all firearms utilized by Police Officers while on duty.
- 9) Participates in the Emergency Management Team.

#### Section II: Administrative Duties

- 1) Establishes procedures to implement town and department policies and ensures that procedures are followed.

- 2) Reviews department policies and recommends changes to the Selectboard on an annual and as needed basis.
- 3) Proposes new departmental policies to the Selectboard as needed.
- 4) Ensures the dissemination of policy within the department and assures compliance.
- 5) Monitors compliance with all state, federal and local laws and regulations and works cooperatively with other municipal, state and federal enforcement agencies through telephone, email, written, and in person communication.
- 6) Develops and manages the department budget, controls expenditures, and prepares department payroll.
- 7) Seeks grant opportunities and prepares grant applications. Completes and monitors grant programs and related paperwork.
- 8) Maintains files and policy manuals.
- 9) Coordinates maintenance of vehicles with the Superintendent of Highways and Municipal Grounds.
- 10) Recommends and implements maintenance and capital improvements to the Public Safety Complex and other department buildings in coordination with the Superintendent of Highways and Municipal Grounds.
- 11) Maintains and updates an inventory of all department-owned equipment in accordance with the Town Accountant.
- 12) Oversees computer systems and ensures their operation.
- 13) Coordinates equipment, trainings and procedures with other public safety departments.
- 14) Prepares and submits data and required reports related to department operations, including the Uniform Crime Report, with copies provided to the Selectboard when requested.
- 15) Submits computer generated Annual Report and regularly reports to the Selectboard regarding budget and departmental operations.
- 16) Seeks department accreditation.

#### Section III: Personnel Duties

- 1) Organizes department personnel, establishes daily duties to be performed by designated officers and designates an officer to serve as Officer-In-Charge in the Chief's absence.
- 2) Establishes schedules and provides for backup.
- 3) Responsible for providing and conducting training for all department personnel.
- 4) Carries out discipline of department employees according to the Town of Leverett Personnel Policies and union contract. Recommends employees for hiring and dismissal to the Selectboard.
- 5) Implements mutual aid and other support agreements with other towns.
- 6) Completes personnel evaluations on all department staff and oversees disciplinary actions.
- 7) Distributes Personnel Policies and other related documents to department employees.
- 8) Participates in collective bargaining negotiations.

- 9) Provides Town Treasurer with needed documents for personnel files.

#### Section IV: Community Duties

- 1) Meets with the public and concerned citizens and provides information and assistance to the public. Explains laws, policies and information concerning social service agencies and available services when needed.
- 2) Meets with the Selectboard on a regular basis.
- 3) Issues firearms and other permits/licenses.
- 4) Maintains a minimum of 20 posted office hours per week in the Police Station.
- 5) Attends and convenes hearings and meetings with the public and other town boards as needed and when requested by the Selectboard.

Responsible for creating and contributing to a mutually supportive teamwork environment within the department, with residents and vendors, and in interactions with all town departments.

Use of all equipment, knowledge and ability to complete all tasks required to professionally perform the municipal Chief of Police position. Additional Duties

*The position includes additional duties that are a natural progression from that position's essential duties. The omission of specific statements of duties does not exclude them from the responsibility of the employee in the position if the work is similar, related, or a logical assignment to the position.*

#### Supervision

Works under the direction of the Selectboard. Responsible for all administrative functions of the police department. Performs varied and responsible duties of a complex nature, requiring a significant degree of independent judgment and initiative.

Supervises all police officers and department staff.

#### Work Environment

Administrative work is performed under typical police department conditions. Incident response, emergencies, patrol and related police work are performed with exposure to varying weather conditions and some situations endangering personal safety. Includes on-call emergency response during evening, nighttime and weekend hours. Regular duty hours are negotiated with Selectboard and may be subject to change.

The employee operates standard office equipment, medical equipment, automobile, light truck and police-related equipment, including radar gun, breath testing equipment, firearms, pepper spray, radio, and handcuffs. The employee is required to wear police uniform and equipment.

Performance of duties requires ongoing contact and coordination with the general public, town officials and departments, other local police officials, the District Attorney, and the courts. Contact is by telephone, in person, in writing and by email.

The employee has access to extensive confidential information, such as personnel records, criminal investigations and related records, lawsuits, personal information about victims and citizens, bid documents, and union negotiations.

Errors could be costly and result in decreased or less efficient protection to persons and property, confusion and delay of service, personal injury, liability and/or have financial or legal repercussions.

#### Essential Qualifications

- 1) Bachelor's Degree and five years of progressively responsible law enforcement, preferably municipal, and supervisory experience or an equivalent combination of education and experience.
- 2) Graduate of the Massachusetts Municipal Police Training Committee Full-time Basic Police Officer Academy or Massachusetts Certification of equivalent training from another state.
- 3) Valid motor vehicle operator's license.
- 4) Massachusetts residents must possess a Valid Class A Firearms license; out-of-state applicants must be eligible for one.
- 5) Certification as a First Responder and in Cardiopulmonary Resuscitation and in First Aid.
- 6) Residence within 15 miles of the Leverett town line or the ability to relocate within a reasonable time period after appointment.
- 7) Prior to employment, must satisfactorily complete physical and psychological tests, and undergo a full background check, including criminal history.
- 8) Thorough knowledge of the principles and current practices of modern police administration and management, including court practices and applicable federal, state, and local laws.
- 9) Ability to interact in a positive and effective manner and to establish and maintain positive work relationships with supervisors, coworkers, other departments, boards and commissions, the general public and personnel at all levels of authority using principles of good customer service. Must perform all aspects of job responsibilities with honesty and integrity.
- 10) Demonstrated ability to fulfill the requirements of the position, including a) the ability to make public presentations; b) the ability to respond to emergency incidents; c) the ability to plan the work of personnel and supervise subordinates; d) the ability to plan and manage budgets; e) the ability to carry out and provide general and detailed instructions; f) the ability to conduct investigations; and g) the ability to analyze and interpret laws, rules, regulations, standards, and procedures, and to apply them to specific situations and cases.
- 11) Demonstrated ability to attain a comprehensive knowledge of the layout and geography of the community, the character of the populace and its expectations of the Police Department's role and performance.
- 12) Demonstrated ability to make sound decisions under stressful and traumatic conditions and to analyze complex police problems and situations to quickly formulate effective and reasonable courses of action.
- 13) Demonstrated ability to communicate clearly and concisely, orally and in writing.

- 14) Demonstrated skill in the following areas: communicating with the public; operating police-related equipment; instructing others in the performance of police duties; and computer skills.

#### Physical Requirements

*Physical Requirements are listed for informational purposes. Applicants may be requested to demonstrate the ability to perform the essential duties of the position during the application process.*

Minimal physical effort is required to perform duties under typical office conditions. Moderate to strenuous physical effort is required when performing fieldwork; use of substantial physical effort may be required when making an arrest. During emergencies, may be required to run, stoop, kneel, crouch, and reach with hands and arms. Ability to operate firearms safely and accurately according to appropriate policing standards. May be required to lift objects weighing more than 100 pounds and assist in lifting or controlling victims or prisoners. Ability to perform under very stressful and chaotic conditions. Vision requirements include the ability to safely discharge firearms, read routine and complex documents, use a computer and operate a motor vehicle.

Must pass a pre-employment physical by a physician of the town's choosing.

*This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.*