

**AGREEMENT  
BETWEEN  
TOWN OF SOUTHAMPTON  
AND  
MICHAEL GOYETTE,  
POLICE CHIEF**

**Entered into/Signed: June 30, 2016**

**Effective Date: July 1, 2016**

This Contract is hereby entered into between the Town of Southampton, (hereafter "TOWN"), a municipal corporation acting through its Board of Selectmen, and Michael Goyette (hereafter "the POLICE CHIEF").

Whereas, the Town desires to secure the services of Michael Goyette as the Police Chief to work for the Town in that capacity; and

Whereas, THE POLICE CHIEF is willing to perform the duties of the position of Police Chief according to the terms and conditions of this contract;

The TOWN and THE POLICE CHIEF agree that the following terms and conditions shall govern the employment and salary and benefits payable under this contract to which THE POLICE CHIEF shall be entitled as Police Chief, pursuant to M.G.L Chapter 41, Section 97A and any successive acts.

1. **TERM.** The term of this contract shall be for a period of 3 years starting July 1, 2016 through June 30, 2019. Unless either party provides written notice to the other of its intention to renegotiate and/or to not renew this contract no less than 60 days prior to June 30, 2019, it shall automatically be extended, on the then applicable terms and conditions, for an additional year.
2. **APPROPRIATION.** The terms of this Agreement shall be subject to annual appropriation by Town Meeting.
3. **DUTIES.** The duties of Police Chief are summarized in the job description, which the Town reserves the right to modify from time to time. THE POLICE CHIEF shall also perform all duties and functions as specified by the Massachusetts General Laws, the Town By-Laws, rules or regulations of the Town, all other relevant laws and such other duties and functions as the Board may reasonably assign to him. THE POLICE CHIEF agrees to report to the Board of Selectmen through the Town Administrator and/or the Police Department Liaison

THE POLICE CHIEF agrees to maintain regular and punctual attendance and to perform his duties well, faithfully and to the best of his ability. THE POLICE CHIEF agrees to carry out the policies and directives of the Board of Selectmen and to provide information and documentation concerning his performance and the status of all matters for which he/she is responsible as the Board may, from time to time, require.

4. **HOURS OF WORK.** THE POLICE CHIEF agrees to devote that amount of time and energy which is reasonably necessary to faithfully perform the duties of Police Chief under this contract. THE POLICE CHIEF will devote full time and attention to the business of the Town and will not engage in any other business during office hours, except with the approval of the Board of Selectmen. A time sheet must be submitted bi-weekly. It is recognized that the Police Department is a 24/7 operation and THE POLICE CHIEF must devote a great deal of time and effort outside normal office hours to conduct the business of the TOWN. THE POLICE CHIEF, therefore, shall be allowed to alter his schedule as he

deems appropriate during said normal office hours, and at such times that will least adversely impact department operations. The POLICE CHIEF shall normally work at least a forty (40) hour work week. THE POLICE CHIEF shall not be eligible to earn overtime or compensatory time off in lieu of overtime for hours work beyond a (40) forty-hour work week, and the parties agree and acknowledge that THE POLICE CHIEF is an “exempt” employee under the Fair Labor Standards Act.

5. **COMPENSATION.** THE POLICE CHIEF shall receive the sum of **ninety five thousand dollars (\$95,000)** as annual salary for the period July 1, 2016 to June 30, 2019. It is noted that THE POLICE CHIEF’s salary as set forth in this section is inclusive of any and all educational incentives for which he is eligible, including, but not limited to, benefits under G.L. c. 41, §108L, and for that reason, there is no separate educational incentive provision included in this contract.
6. **TRAVEL REIMBURSEMENT.** THE POLICE CHIEF shall be reimbursed for all reasonable and necessary job-related travel mileage, tolls and parking in accordance with town policies for such travel, which the Board may modify from time to time. Reimbursement for mileage expenses shall be made following the submission of such travel mileage, toll and expense documentation as the Town may require.
7. **UNIFORMS.** The TOWN shall pay for an annual uniform allowance for THE POLICE CHIEF in the amount not to exceed \$750. THE POLICE CHIEF shall wear a traditional police uniform during regular working hours. All clothing and uniform materials shall remain the property of the Department and shall be immediately surrendered to the Department upon the cessation of employment.
8. **FRINGE BENEFITS**  
THE POLICE CHIEF shall be entitled to all other general provisions of the Town’s personnel by-laws and rules as apply to other Town employees, in addition to benefits enumerated specifically for the benefit of the police Chief, except as otherwise provided in this agreement. He is entitled to thirty three (33) days of vacation time and five (5) days of personal time. Sick time as adopted by the Town’s personal bylaws.

As a sworn police officer, THE POLICE CHIEF shall be entitled to injury-on-duty benefits as provided in M.G.L. ch. 41 §111F.

**9. PROFESSIONAL DEVELOPMENT.** Subject to appropriation, THE POLICE CHIEF shall be entitled to attend job-related conferences, programs, and seminars; and reasonable and necessary costs related to attendance at such conferences shall be paid by the Town. Time spent in such professional development activities shall not be deducted from vacation time.

The Town agrees to pay for professional dues and subscriptions of THE POLICE CHIEF necessary for his membership in such professional organizations as are deemed by the Board to be necessary and/or desirable, subject to appropriation.

9. **VEHICLE.** The TOWN shall make available to THE POLICE CHIEF an unmarked police vehicle and pay for all attendant operating and maintenance expenses and insurance as budgeted in the annual budget. The vehicle is to be used by THE POLICE CHIEF in connection with performance of his duties as Police Chief. Since the Police Chief is always on call, THE POLICE CHIEF may drive the vehicle for personal reasons within the Town's boundaries.
10. **GENERAL EXPENSES.** Following the submission of whatever documentation as the Board may require, THE POLICE CHIEF shall be reimbursed for reasonable and necessary expenses as are custom and necessary that are incurred in the performance of his duties, or as an official representative of the Town.
11. **INDEMNIFICATION.** The TOWN agrees to defend, save harmless and indemnify THE POLICE CHIEF against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of his duties as Police Chief for the Town of Southampton, even if said claim has been made following his termination from employment, provided that the Police Chief acted within the scope of his duties. THE POLICE CHIEF agrees that he will cooperate fully with the Town. The TOWN may compromise and settle any such claim or suit and will pay the amount of any settlement or litigation costs, incidental expenses, and judgments rendered thereon without recourse to THE POLICE CHIEF.
12. **MODIFICATION.** No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties.
13. **DISCIPLINE** The TOWN may discipline, not reappoint, or discharge THE POLICE CHIEF only for just cause upon the majority vote of the duly elected Board of Selectmen and upon proper notice and only after having a hearing at which the Police Chief shall have right to be represented by council of his choosing, at his expense. THE POLICE CHIEF 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. The principles of progressive discipline will apply, and the TOWN recognizes its obligation to provide THE POLICE CHIEF with periodic performance evaluations approximately once per year.
14. **A. Involuntary Resignation/Termination Other than for Just Cause.** In the event the Police Chief is otherwise terminated by the Town for any reason other than for just cause, or in the event the Police Chief resigns following a formal suggestion by the town that he/she resign before the expiration of the then applicable term of employment, the Town agrees to pay the Police Chief a lump sum severance payment equal to 5 days of salary and benefits.  
**B. Termination for Just Cause.** In the event the Police Chief is terminated by the Town for just cause, the Town will not pay any severance payment.

C. If the Police chief decides to leave this employment he will provide the Town with sixty (60) days' written notice.

D. If the Town decides not to renew the contract the Town will provide the Police Chief with sixty (60) days' written notice.

15. **SEVERABILITY.** If any term or provision of this Agreement shall be held or deemed to be invalid, inoperative or unenforceable to any extent by a court of competent jurisdiction, such circumstance shall in no way affect any other term or provision of this Agreement, the application of such term or provision in any other circumstances, or the validity or enforceability of this Agreement.

16. **RESIDENCY REQUIREMENT.** The POLICE CHIEF shall reside within the borders of the Town of Southampton.

17. **GOVERNING LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and there have been no oral or other prior agreements of any kind whatsoever as a condition, precedent or inducement to the signing of this Agreement or otherwise concerning this Agreement or the subject matter hereof. In the event of any conflict between the Personnel Rules and Regulations, Town By-Laws and this Agreement, this Agreement shall prevail.

19. **NOTICES.** Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by certified mail to his/her last known residence, in the case of THE POLICE CHIEF, or the Town Administrator in the case of the Town.

TOWN:                      Town Administrator  
                                    210 College Highway  
                                    Southampton, MA 01073

POLICE CHIEF:        Michael Goyette  
                                    217 College Highway  
                                    Southampton, MA 01073


20. **No Reduction of Benefits.** The TOWN agrees that the Town shall not at any time during this agreement reduce the salary, compensation or other benefits of the POLICE CHIEF, except to the extent that such reduction is evenly applied across the board for all non-union department heads in the Town.

SIGNED THIS DAY OF July 12, 2016

  
Michael Goyette, THE POLICE CHIEF

  
Chair, Charles Kaniecki

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John Martin

  
Shannon Cutler, ~~Clerk~~

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Jacqueline Sears

  
Town Accountant

  
James Labrie

**NOTES:**

The question was asked of me by Chief Goyette and a BOS member whether or not there would be enough money to sign a contract with the Police Chief for a \$95,000 salary. I have gone through some numbers and determined that we can pay him that salary for FY17, and should pay him retro for FY16. It breaks out as follows, a budget line item transfer would need to be done to the Police Chief salary line item in the amount of \$5,479.08. This would cover retro of \$2,279.08 from the date he was hired on January 19, 2016 to June 30, 2016. The balance of \$3,200 would be a carryforward to FY17 to cover the amount not in the budget voted at town meeting May 17, 2016. Generally we do not carry over funds from one year to the next for incidental/anticipated expenses, but in this case the chief was hired prior to the ATM and his contract should have been completed by then also, we would have put the correct amount in the budget for ATM. It would be no different than the current CBA for the Police Dept. we are still negotiating and would need to carryover the amount appropriated for the retro so it can be paid in FY17.

Mike was able to secure two 911 Incentive Grants to be spent by end of FY16. I will reclass those wages to the grant freeing up money to be transferred to the Police Chief salary line item to cover the retro pay and the increase for FY17 budget.

Any questions please let me know.

Thanks!

*Vicki Leigh Moro*