Town of Chebeague Island
192 North Road
Chebeague Island, ME 04017

Phone: 207-846-3148 townofchebeague@chebeague.net Fax-207-846-6413

MEMO

To: **Board of Selectmen**
From: **Marjorie E. Stratton, Town Administrator**
Date: **May 6, 2020**
Re: **COVID – 19 Update and Administrator's Report**

COVID-19 Updates

- The Maine Municipal Association wrote a letter to Governor Mills concerning the upcoming Election on July 14th and how it will be conducted and also how we are going to conduct our Annual Town Meeting in July. Right now, we cannot have a meeting with more than 50 people. I am hopeful that we will get some clarification.
- To my knowledge, we have no cases of coronavirus on Chebeague Island, but our Fire / EMS Department is ready to respond.
- The CART group issued a Covid-19 Mental Health Resources document that has been posted around town and on various websites. They are still working on a FAQ document.
- Our plan is to re-open the Town Office to the public on June 1st. Many local town offices are re-opening this month. We ordered a plexi-glass shield for the counter. This will cost approximately $1,300 but a necessity for staff safety. We will only allow one person at a time into the office. They must wear a face mask. We are also considering a sign-up sheet as other towns are doing so we know who is coming and going in case we have a positive case of coronavirus on Chebeague.

Chebeague Island Inn payment of Fire Watch

Mark reminded me about the payment of the Fire Watch amount. I contacted our attorney and Casey Prentice is saying we will receive a check this week. We will see what happens, but we have not issued the Victualer's or Special Amusement Licenses yet.

Marjorie E. Stratton
Town Administrator

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

CHEBEAGUE ISLAND – SUMMER PATROL

May 22, 2020 through September 8, 2020

AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN THE CUMBERLAND COUNTY SHERIFF'S OFFICE, BOARD OF COUNTY COMMISSIONERS AND THE TOWN OF CHEBEAGUE ISLAND

This Contract, effective May 22, 2020 through September 8, 2020, is made by and between Town of Chebeague Island, a municipality of the State of Maine whose municipality is wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), the County of Cumberland (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a Constitutional Officer of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the town limits of [Town name] Cumberland County, Maine.

W I T N E S S E T H:

WHEREAS, the TOWN is desirous of maintaining a high level of professional law enforcement services in conjunction and harmony with its fiscal policies of sound, financial management; and

WHEREAS, the TOWN also desires that the law enforcement services be performed such that the citizens of the TOWN retain the sense of community they enjoy; and

WHEREAS, the SHERIFF has agreed to provide the TOWN a high level of professional law enforcement services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

WHEREAS, the TOWN is desirous of obtaining its law enforcement services through a contractual relationship with the COUNTY.

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

ARTICLE 1 – DEFINITIONS

1.1 For the purposes of this Contract, the following terms shall have the respective meanings hereinafter set forth:

A. Deputy Sheriff shall mean an individual who is appointed by the SHERIFF in accordance with 30-A M.R.S.A §381, and who has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and perform the duties and responsibilities as set forth in Article 2 of this Contract.

B. Patrol Unit shall mean one staffed, marked patrol car and all standard equipment as defined by the Cumberland County Sheriff's Office General Orders.

C. Service shall mean comprehensive law enforcement services provided from May 24th, 2020 through September 8th, 2020, five days a week on an eight (8) hour per day basis. Scheduling days and times will be agreed upon by Town Manager and Sheriff or his Designee.

D. Substation shall mean a subsidiary or branch station of the Cumberland County Sheriff's Office.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services

A. The SHERIFF shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional law enforcement services within and throughout the TOWN to the extent and in the manner herein described.

B. The SHERIFF shall assign personnel to provide the level of professional law enforcement services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto.

1. The SHERIFF shall provide to the TOWN the equivalent of one (1) full time deputy sheriff, who is a certified law enforcement officer, by the Maine Criminal Justice Academy.

2. All vacant shifts will be filled.

C. Law enforcement services shall encompass all those duties and functions of the type coming with the jurisdiction of, and customarily provided by, municipal police departments.

D. While contracted to provide law enforcement services, deputy sheriff will enforce Chebeague Island Town Ordinances that are applicable within the TOWN, and Statutes of the State of Maine. Performance of all duties of deputy sheriff shall be in accordance with Cumberland County Sheriff's Office General Orders.

E. When necessary, the SHERIFF shall additionally provide to the TOWN, at no additional cost to the TOWN, the following expertise and services:

a. Traffic Crash Investigations/Reconstruction;

b. Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations, and Collection of Evidence);

c. Prisoner and Jail Services;

d. Records Retention;

e. Civil Service Officers;

f. Patrol and Detection Canine Support;

g. Emergency Services Unit (ESU);

h. Law Enforcement Training Section;

i. Task Force Personnel;

j. Crime Prevention;

k. Volunteers in Police Service Activities;

l. Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victim Crimes);

m. Dive Team;

n. Administrative Investigations (Internal Affairs) for the Cumberland County Sheriff's Office;

o. Any other such units or services as the Cumberland County Sheriff's Office may provide normally.

F. All deputies assigned to the TOWN shall remain within the town during regular assigned patrol shifts.

G. In the event of an emergency response call and/or an exigent circumstance arises; deputies assigned to the TOWN will perform services in a similar way that police departments assist under the Mutual Aid Agreement.

H. Vehicles, Supplies, Equipment and Office Furniture:

1. The COUNTY shall provide the TOWN, no later than February 1st of each year, with a contract cost proposal.

2. The SHERIFF shall provide necessary office supplies and office furniture for use by contract deputy to fulfill assignments.

3. Any supplies and office furniture furnished or purchased by the TOWN shall remain the property of the TOWN.

4. Any supplies and office furniture furnished or purchased by COUNTY shall remain the property of COUNTY.

5. The Sheriff will provide a cruiser, however a prorated portion of insurance, gas, oil and maintenance costs will be incurred by the TOWN.

I. If the TOWN establishes a Police Department in the future, the COUNTY will transfer any equipment and supplies mutually agreed upon by both parties to the TOWN.

2.2 Administrative Responsibilities.

A. The one (1) deputy sheriff will perform all duties and responsibilities consistent with the Cumberland County Sheriff's Office General Orders, and this Contract under the direction of the SHERIFF.

B. The Chief Deputy or his designee will notify the Board of Selectmen or Designee in a timely manner of any major/significant crimes or incidents, unusual occurrences, or emergencies that occur within the TOWN.

C. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to the TOWN on a monthly basis by the SHERIFF or designee.

D. The SHERIFF shall provide to the TOWN written reports in accordance with the following schedule:

Report	Date
o Schedule for deputies assigned to Chebeague Island	As prepared
o Monthly categorical summary of calls for service	15th of the following month
o Monthly summary of moving traffic stops with distinction between warnings and summons	15th of the following month
o Copies of all operational policies and procedures	Within 15 days of approval by Sheriff
o Copies of approved collective bargaining agreements which pertain to deputies assigned to Chebeague Island	Within 15 days of final ratification by all parties
o Summary of pending criminal cases to include each case's status in the judicial system	When retrievable by computer

E. As requested by the Town or Town Manger, the Chief Deputy or his designee shall attend Board of Selectmen Meetings, community meetings, and meetings with the Town staff which involve issues of mutual concern, as well as provide advice or consent on law enforcement issues.

F. The SHERIFF shall consult with the TOWN a minimum of fourteen (14) days prior to permanent assignment of any deputy to Chebeague Island or permanent re-assignment of any deputy out of Chebeague Island. "Permanent" shall be considered any period of time exceeding sixty (60) calendar days.

G. The SHERIFF shall make all decisions regarding hiring and firing of the deputies, provided that the SHERIFF replace the deputy with an individual meeting the qualifications specified in this Contract. Provided further, the SHERIFF shall not terminate the deputy's employment before making provision for replacement of that deputy. Until the position is permanently filled the Sheriff will cover the position on a day to day basis with a deputy.

H. When appropriate, the SHERIFF shall provide the TOWN with written responses to citizen inquiries and complaints directed towards the Cumberland County Sheriff's Office. Such responses shall be under the Sheriff's signature and provided within sixty (60) days of filing.

I. The TOWN may employ the sheriff's deputies to deliver selectmen packets to individual town selectmen's residences as needed.

2.3 Processing of Evidence.

A. Evidence shall be processed in accordance with Cumberland County Sheriff's Office General Orders.

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment: Right of Control.

A. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.

3.2 Assignment of Law Enforcement.

A. The TOWN does hereby vest in each deputy sheriff, to the extent allowed by law, enforcement powers of the TOWN which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff. Every sworn deputy of the COUNTY so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be sworn officers of TOWN while performing such services, duties, and responsibilities which constitute municipal functions and are within the scope of this Contract. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.

3.3 Sheriff's General Orders.

A. The SHERIFF shall provide to the TOWN a copy of the Cumberland County Sheriff's Office General Orders, including any updates and amendments regarding policies of interest to the town.

ARTICLE 4 – TOWN OF CHEBEAGUE ISLAND RESPONSIBILITIES

4.1 Office Space.

A. The TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance and pest control for the facility designated as the substation. The COUNTY shall maintain the substation in a clean condition, free from debris, with normal use excepted. In the event the COUNTY, its employees, or appointees destroy, deface, damage, impair, or remove any part of the substation, the COUNTY will be responsible, to the extent permitted by law, for repairing or replacing such property.

B. Future space planning shall be coordinated with the COUNTY and the TOWN.

C. The use and occupancy by the SHERIFF of the substation shall include the use in common with others entitled thereto of the automobile parking areas, driveways, pathways, entranceways, means of ingress and egress easements, loading and unloading facilities, and other facilities as may be designated from time to time by the TOWN and are subject to the terms and conditions of this Contract.

4.2 Town's Ordinances.

A. The TOWN shall provide to the SHERIFF two (2) copies of the Chebeague Island Town Code of Ordinances of law enforcement interest as adopted, with revisions, as enacted.

ARTICLE 5 – COSTS

5.1 The total amount due for all law enforcement services for subsequent years shall be based upon a proposal submitted by the Sheriff during the TOWN's budget process to be approved by the Board of Selectmen. The total amount due for all services beginning May 24th, 2020 through September 8th, 2020, shall be twenty-eight thousand, four hundred and fifty-one dollars and fifty-nine cents ($28,451.59) (dollar amount of financial consideration for Sheriff's services) spread over a 3-month period for costs incurred by the COUNTY as described in Attachment A of this Contract.

5.2 The TOWN shall make payment in equal installments on a monthly basis. The first installment shall be due July 1, 2020; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.

5.3 The SHERIFF agrees that the deputy or deputies providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.

5.4 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

5.5 The Town shall make provisions for boat/barge, parking and sticker fees for all Cumberland County Sheriff's Office business travel to Chebeague Island.

ARTICLE 6 – ADDITIONAL PERSONNEL

6.1 If, by judgment of the SHERIFF, additional temporary law enforcement personnel are available during the term of this Contract, the SHERIFF agrees to provide the TOWN with such additional personnel as the TOWN may request, provided that the TOWN furnishes the SHERIFF, within a reasonable time in advance of employment, with a written statement of the required term of service for said additional personnel and agrees, in writing, to pay a cost computed at a rate consistent with that of Article 5 hereof.

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

7.1 The COUNTY hereby represents and acknowledges that those services described in Article 2 of this Contract would not be provided through any appropriation of the annual budget of the COUNTY in the event this Contract did not exist.

ARTICLE 8 – AUDIT OF RECORDS

8.1 The Town Manager or his designee may, upon reasonable notice to the SHERIFF, examine the existing SHERIFF records relating to the services provided pursuant to the terms of this Contract. Said records shall be maintained by the SHERIFF in accordance with all applicable laws and regulations.

ARTICLE 9 - STANDARD OF PERFORMANCE

9.1 The TOWN and the SHERIFF shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of deputies performed under this Contract; provided, however, that the SHERIFF shall make the final determination on said issues in the SHERIFF'S exclusive discretion. The SHERIFF agrees to receive and consider, in good faith, all inquiries and requests made by the TOWN. All decisions pertaining to employment discipline and discharge of personnel, performance of duties and other personnel matters shall remain exclusively with the SHERIFF.

ARTICLE 10 – ARBITRATION

10.1 In the event of a dispute between parties arising out of, or relating to the parties' rights and obligations under this Contract, it is mandatory that such disputes be submitted to arbitration for resolution. A request for arbitration shall be conclusively evidenced by the delivery of a written demand for arbitration to the opposing party. This demand for arbitration shall be delivered within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made when commencement of legal or equitable proceedings based on such claims, disputes, or other matters in question would be barred by the applicable statute of limitations. A written demand for arbitration shall also set forth the name of the complaining party's representative to the arbitration panel, as defined below. A certified mail receipt shall be evidence of delivery of the demand for arbitration.

10.2 The arbitration panel shall consist of the following members: a representative of the TOWN appointed by the Selectmen, a representative of the COUNTY appointed by the County Commissioners, and a third member to be selected by the two representatives selected by the respective parties. If the representatives of the parties cannot agree on a third member within ten days of the appointment of the last of them, either one may request the American Arbitration Association to appoint said third member and the selection of the American Arbitration Association shall be binding on both parties.

10.3 Once the party has delivered to the other party a written demand for arbitration, the other party must appoint its representative within ten days of delivery of said demand for arbitration and must give notice of its decision to the other party within same period of time.

10.4 The claim, dispute, or other matter shall be submitted to the full arbitration panel after appointment of the third member. The arbitration shall be conducted pursuant to the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association. The panel shall render its decision within thirty (30) days from the close of the hearing.

10.6 All costs of the arbitration shall be borne equally by both parties.

10.7 The decision of the arbitrators shall be final and binding on both parties.

10.8 Disputes arising under the Indemnification Article 11 are excluded from this Arbitration provision.

ARTICLE 11 - INDEMNITY

11.1 The COUNTY agrees to indemnify and hold harmless the TOWN from any and all liability, loss, or damage that the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising out of the SHERIFF's performance or failure to perform any of the obligations set forth in this Contract. The COUNTY further agrees to defend any claims brought or actions filed against the TOWN with respect to the SHERIFF's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

11.2 The TOWN agrees to indemnify and hold harmless the COUNTY and SHERIFF from any and all liability, loss or damage that the COUNTY and SHERIFF may suffer as a result of claims, demands, costs, or judgments against it arising out of the TOWN's performance or failure to perform any of the obligations set forth in this Contract. The TOWN further agrees to defend any claims brought or actions filed against the COUNTY and SHERIFF with respect to the TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

11.3 Neither the TOWN, COUNTY, nor SHERIFF waive any defenses the parties may have under the Maine Tort Claims Act.

ARTICLE 12 – TERM

12.1 This Contract shall remain in full force and effect commencing May 22d, 2020 ending September 8th, 2020, all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

12.2 The terms and conditions of this Contract are contingent upon the approval of the elected Sheriff and the Chairman of the Cumberland County Commissioners.

12.3 In the absence of a notice of termination in accordance with Article 13, this Contract shall automatically renew annually subject to the budget proposal by the SHERIFF and subsequent approval by the TOWN.

ARTICLE 13 – TERMINATION

13.1 The TOWN or the COUNTY may terminate this Contract with or without cause upon written notice to the other party of this Contract; provided, however, that notice of such termination shall not be effective until after receipt of a ninety day (90) written notice. In the event the Board of Selectmen establishes a police department, the SHERIFF and the TOWN agree there will be no lapse in law enforcement services. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the Town Manager.

ARTICLE 14 - EXTENSION

14.1 Unless terminated by written notice, as agreed above, rights and privileges herein granted, together with all other provisions of this Contract, shall continue in full force and effect, subject to necessary negotiation of any added cost factors, for an additional period of thirty (30) days from the date of expiration heretofore mentioned, unless either party, at least ten (10) days prior to said

date of expiration, shall notify the other party in writing that it does not desire the Contract to be extended for such an additional period.

ARTICLE 15 – TRANSITION

15.1 In the event of the termination or expiration of this Contract, the SHERIFF and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the Sheriff's Office to another law enforcement agency, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.

15.2 In the event of termination or upon expiration of this Contract, the TOWN shall have the option to purchase from the COUNTY and SHERIFF any equipment, fixtures, and furnishings furnished by the COUNTY and SHERIFF to perform the services provided under this Contract. The purchase price shall be determined by mutual Contract of the parties as to the fair-market value of such equipment, fixtures, and furnishings.

ARTICLE 16 – AUTHORITY TO EXECUTE AND ENFORCE

16.1 The Chairperson of the Cumberland County Commissioners, by his/her execution hereof, does hereby represent to the TOWN that he/she has full power and authority to make and execute this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.

16.2 The SHERIFF, by his/her execution hereof, does hereby represent to the TOWN that he/she only has administrative powers to enforce this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.

16.3 The Chairperson of the Board of Selectmen, by his/her execution hereof, does represent to the Sheriff and Chairman of the Cumberland County Commissioners that he/she has full power and authority to make and execute this Contract on behalf of the TOWN.

16.4 Nothing herein contained is any way contrary to or in contravention of the TOWN or the laws of the State of Maine.

ARTICLE 17 – COMMUNICATIONS

17.1 All communications related to Law Enforcement and Detention issues will first be routed through the Cumberland County Sheriff's Office.

ARTICLE 18 – ENTIRE AGREEMENT

18.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and Contract of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Contract is executed.

IN WITNESS WHEREOF, the Town of Chebeague Island, by order duly adopted by its Board of Selectmen has caused this Contract to be signed by the Town Manager and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the Chairperson of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY: _____
CHAIRPERSON
COUNTY COMMISSIONERS

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY: _____
SHERIFF
KEVIN J. JOYCE

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: TOWN OF CHEBEAGUE ISLAND

BY: _____

DATE: _____

ATTEST: _____
COUNTY MANAGER/CLERK

DATE: _____

Office of the Sheriff
Cumberland County
36 County Way
Portland, ME 04102-2755
(207) 774-1444

Kevin Joyce
Sheriff

Naldo Gagnon
Chief Deputy

2/6/2020

Town of Chebeague Island- Summer

Contract Deputy Coverage from 5/22/2020 through 9/08/2020

PERSONNEL COSTS:

			Hourly rate →	$	27.20
TBD	ONE DEPUTY	15 weeks	→ 600 hours	$16,320.00	
		TOTAL SALARY		*$16,320.00*	

COMPENSATION TIME (@ 1.5)-Back Fill

# Of Days	5	VACATION	$1,632.00
		HOLIDAYS	$0.00
		PERSONAL	$0.00
		SICK	$0.00
		TOTAL COMP COSTS	*$1,632.00*

FRINGE BENEFIT COSTS:

7.65%	SOCIAL SECURITY	$1,248.48
3.38%	WORKERS COMP	$551.62
10.60%	RETIREMENT	$0.00
Family	HEALTH INSURANCE	$6,540.66
	TOTAL FRINGE COSTS	*$8,340.76*

OTHER FIXED COSTS

3.0%	CONTRACT SUPERVISION	$489.60
	VEHICLE INSURANCE	$144.23
	PROFESSIONAL LIABILITY FOR DEPUTY	$150.00
	TOTAL OTHER FIXED COSTS	*$783.83*

OPERATIONAL COSTS

UNIFORMS	$100.00
AIR CARDS FOR COMPUTER- ($46 per month)	$200.00
OIL, TIRES FOR VEHICLE 2 Tires	$250.00
FUEL OIL,GASOLINE	$0.00
MAINTENANCE VEHICLE& OIL	$700.00
SAFETY EQUIPMENT	$125.00
TOTAL OPERATIONAL COSTS:	*$1,375.00*

CAPITAL COSTS

NEW VEHICLE	
TOTAL CAPITAL IMPROVEMENTS:	*$0.00*

TOTAL CONTRACT COST FOR THIS PERIOD: $28,451.59