

**SOMERSET COUNTY SHERIFF'S OFFICE AGREEMENT FOR
LAW ENFORCEMENT SERVICES**

MADISON – PATROL

JULY 1, 2015-JUNE 30, 2016

**AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN
THE SOMERSET COUNTY SHERIFF'S OFFICE, BOARD OF COUNTY
COMMISSIONERS AND THE TOWN OF MADISON**

This Contract, effective the first day of July 2015, is made by and between Madison, a municipality of the State of Maine whose municipality is wholly located within the boundaries of Somerset County, Maine (hereinafter referred to as the "TOWN"), the County of Somerset (hereinafter referred to as "COUNTY"), and Dale P. Lancaster, as Sheriff of Somerset 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 Madison, Somerset 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 Somerset County Sheriff's Standard Operating Procedures.

C. Service shall mean comprehensive law enforcement services provided each day of the year on a twenty-four (24) hour per day basis.

D. Substation shall mean a subsidiary or branch station of the Somerset 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 five (5) full time deputy sheriffs all of whom are certified law enforcement officers by the Maine Criminal Justice Academy and one (1) assistant executive secretary.

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 sheriffs will enforce Madison Town Ordinances that are applicable within the TOWN, and Statutes of the State of Maine. Performance of all duties of deputy sheriffs shall be in accordance with Somerset County Sheriff's Office Standard Operating Procedures.

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. Law Enforcement Training;
- h. Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victim Crimes);
- i. Administrative Investigations (Internal Affairs) for the Madison Division of the Somerset County Sheriff's Office;
- j. Any other such units or services as the Somerset 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 TOWN shall provide marked patrol units. Each marked patrol unit shall prominently display on the exterior the indicia of the Somerset County Sheriff's Office. The parties agree that all vehicles used by said deputies will be marked "Somerset County Sheriff's Office - Madison Division". All other vehicular markings, decals, bumper stickers, slogans, etc. are expressly prohibited without approval from the SHERIFF. The TOWN agrees that all equipment used by the deputies will be issued through the SHERIFF's office for assignment. The TOWN agrees that all requests made by the deputies to the TOWN pertaining to equipment, schooling, work schedule, etc. will be referred to the administrators of the SHERIFF's Office for approval.

2. The SHERIFF agrees to maintain TOWN vehicles per the manufacturer's recommended maintenance schedule. The SHERIFF shall utilize the Somerset County Dispatch center for requisition of all wrecker services.

3. The COUNTY shall provide the TOWN, no later than March 1st of the year with a contract cost proposal for the 12-month period beginning July 1st of the year. This proposal shall include provisions for purchase of a police cruiser every other year, with the first cruiser to be purchased in FY 2017 (July 1, 2016 – June 30, 2017). Provided however, if a law enforcement vehicle is determined unsafe to operate prior to its expected replacement date, the parties agree to discuss how to replace said vehicle.

4. The sheriff deputies assigned to Madison shall store their law enforcement vehicles at the Madison substation during off-duty hours, unless authorized by the SHERIFF or his designee to store them at a different location.

5. The SHERIFF shall provide necessary office supplies and office furniture for use by contract deputy to fulfill assignments.
 6. Any supplies and office furniture furnished or purchased by the TOWN shall remain the property of the TOWN.
 7. Any supplies and office furniture furnished or purchased by COUNTY shall remain the property of COUNTY.
- 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 deputy sheriffs assigned to the Madison Patrol will perform all duties and responsibilities consistent with the Somerset County Sheriff's Office Standard Operating Procedures, and this Contract under the direction of the SHERIFF.
- B. The Chief Deputy or designee will notify the Town Manager in a timely manner of any major/significant crimes or incidents, unusual occurrences, or emergencies that occur within the TOWN.
- C. The SHERIFF shall provide to the TOWN written reports in accordance with the following schedule:

Report	Date
○ Schedule for deputies assigned to Madison	As prepared
○ Monthly categorical summary of calls for service	15th of the following month
○ Monthly summary of moving traffic stops with distinction between warnings and summons	15th of the following month
○ Annual summary of town-owned vehicle maintenance	July 15th
○ Annual inventory of town-owned equipment (for items exceeding \$250 value)	July 15th
○ Copies of all operational policies and procedures	Within 15 days of approval by Sheriff
○ Copies of approved collective bargaining agreements which pertain to deputies assigned to Madison	Within 15 days of final ratification by all parties

D. As requested by the Town or Town Manager, the Chief Deputy or 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.

E. 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.

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

2.3 Processing of Evidence.

A. Evidence shall be processed in accordance with the Somerset County Sheriff's Office Standard Operating Procedures.

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 Standard Operating Procedures.

A. The SHERIFF shall provide to the TOWN a copy of the Somerset County Sheriff's Standard Operating Procedures, including any updates and amendments added after publication.

ARTICLE 4 – TOWN OF MADISON 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, if necessary, 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 Madison Town Code of Ordinances 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 July 1, 2015, through June 30, 2016, shall be ***Four Hundred Eighty Thousand Seven Hundred Twenty Eight Dollars (\$480,728)***, payable in 12 equal payments of \$40,060.66 for costs incurred by the COUNTY.

5.2 The first payment shall be due *July 15, 2015*; the remaining payments 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.

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 in advance of employment 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 SOMERSET 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. 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, either party may request arbitration to resolve such disputes and may refer the disputed matter to an arbitration panel. Such election for arbitration shall be conclusively evidenced by the filing of a written demand for the arbitration with the opposing party. This demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made when institution of legal or equitable proceedings based on such claims, dispute, or other matter 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.

10.2 The arbitration panel shall consist of the following members: a representative of the TOWN appointed by the Board of Selectmen, a representative of the COUNTY appointed by the County Commissioners, and a third member to be selected by the two members previously mentioned. 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 sent the other party a written demand for arbitration, the other party must appoint its representative within ten days of receipt of said demand for arbitration and must give notice of its decision to the other party within same period of time.

10.4 The two representatives so appointed to the arbitration panel shall select a third member of their panel as provided in paragraph 10.2 above.

10.5 The claim, dispute, or other matter shall be submitted to the full arbitration panel after appointment of the third member and 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 conclusive between both parties.

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, or 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 July 1, 2015, and ending June 30, 2016, 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 Somerset County Commissioners.

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.

15.3 In the event of termination of this Contract prior to June 30, 2016 or non-renewal of the Contract after June 30, 2016, the COUNTY'S Madison Division positions will end and the employees in those positions will not have a right to continued employment with the COUNTY.

ARTICLE 16 – AUTHORITY TO EXECUTE AND ENFORCE

16.1 The Chairperson of the Somerset 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 Somerset 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 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 Somerset County Sheriff's Office.

ARTICLE 18 – ENTIRE AGREEMENT

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 MADISON, by order duly adopted by its Board of Selectmen has caused this Contract to be signed by the Chairperson of said Board and the County of Somerset, by order of the County Commissioners, has caused this Contract to be subscribed by the Chairperson of said Board 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 SOMERSET

BY: Robert A. Murphy
CHAIRPERSON
COUNTY COMMISSIONERS

DATE:-----

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

BY: Dale P. Lancaster
SHERIFF of Somerset County
DALE P. LANCASTER

DATE: 07-01-2015

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

TOWN OF MADISON

BY: -----

DATE:-----

ATTEST:

J. C. [Signature]
TOWN MANAGER/CLERK

DATE: 7-1-15