

Mayor William P. Doyle
Councilor Marshall Archer
Councilor Jim Purdy
Councilor Joseph Gunn



Councilor Lynn H. Copeland
Councilor Alan R. Minthorn
Councilor Jodi L. MacPhail
Councilor Nathan D. Johnston

SACO CITY COUNCIL MEETING
MONDAY, OCTOBER 26, 2020 – 6:30PM
ONLINE MEETING VIA ZOOM (sacomaine.org/watchmeetings)

- I. CALL TO ORDER**
- II. RECOGNITION OF MEMBERS PRESENT**
- III. PLEDGE OF ALLEGIANCE**
- IV. GENERAL**
 - A. Halloween Guidelines
 - B. Voting Reminder, Polling Location Change, Extended Voting Hours
- V. COMMITTEE CORRESPONDENCE TO COUNCIL**
- VI. PUBLIC COMMENT**
- VII. APPROVAL OF MINUTES**
- VIII. CONSENT ITEMS**
- IX. ACTION ITEMS**
 - A. Joint meeting with Planning Board
- X. NEW BUSINESS**
 - A. County-Wide Extended Police Authority Agreement – Mutual Aid Assistance **P2**
 - B. Charter Amendments Discussion **P9**
- XI. ADMINISTRATIVE UPDATE**
- XII. COUNCIL DISCUSSION AND COMMENT**
- XIII. EXECUTIVE SESSION: N/A**
- XIV. REPORT FROM EXECUTIVE SESSION**
- XV. ADJOURNMENT**

MEETING ITEM COMMENTARY

AGENDA ITEM: County-Wide Extended Police Authority Agreement –
Mutual Aid Assistance

STAFF RESOURCE: Jack Clements, Chief of Police

COUNCIL RESOURCE: Councilor Nathan Johnston

BACKGROUND: Multiple York County law enforcement agencies have entered into a mutual aid agreement as a precaution in the event that a department is impacted by an emergency such as Covid 19. The attached MOU would allow for other police departments to assist anywhere in York County if requested.

EXHIBITS:

1. Memo from Chief Clements
2. MOU for Extended Police Authority Agreement –
Mutual Aid Assistance

RECOMMENDATION: Staff Recommends Approval

This is a New Business item. Council will not be voting on this item during tonight's meeting. The topic is open for discussion and staff will be available to answer questions. If the Council and Mayor wish to move this item to an Action Item at a future meeting, they may vote on it then. The suggested motion below is a sample of what could be read at a future meeting, and is not intended to be read during this meeting.

SUGGESTED MOTION: *“Be it Ordered that the City Council authorizes Chief Clements and City Administrator Kaenrath to enter into a County-Wide Extended Police Authority Agreement for Mutual Aid Assistance.”*

“I move to approve the Order”.

SACO POLICE DEPARTMENT

MEMORANDUM

To: Bryan Kaenrath, City Administrator
From: Jack Clements, Chief of Police
Date: October 20, 2020
Re: Proposed County-Wide Law Enforcement MOU


Mr. Kaenrath,

The District One police chiefs have been presented a draft Memorandum of Understanding (MOU) for mutual aid assistance which is attached and incorporated into this communication. The premise behind this proposal is to do everything we can to keep our communities in York County safe. Police departments nationwide are dealing with staffing shortages as well as trying to keep their workforce free of COVID-19.

The proposed MOU would allow for other police departments to assist anywhere in York County, if requested. Instances where this MOU may be activated include, but may not be limited to, any large-scale event requiring significant staffing and/or any staffing shortages affecting a department due to a COVID-19 outbreak. The reality is this could also happen in the City of Saco.

In closing, I am supportive of the proposed MOU.

Respectfully,



Jack Clements
Chief of Police

MEMORANDUM OF UNDERSTANDING
EXTENDED POLICE AUTHORITY AGREEMENT
MUTUAL AID ASSISTANCE

This agreement is entered into between the Chief Law Enforcement Officers of the Town of Berwick, City of Biddeford, Town of Buxton, Town of Eliot, Town of Kennebunk, Town of Kennebunkport, Town of Kittery, Town of North Berwick, Town of Ogunquit, Town of Old Orchard Beach, City of Saco, City of Sanford, Town of South Berwick, Town of Wells, Town of York, York County Sheriff's Office, Maine, located in the County of York, State of Maine. This agreement is duly executed by the authority conferred upon them pursuant to Title 30-A, M.R.S.A. Subsection 2671, and Title 30-A, M.R.S.A. Subsection 2674 as amended.

I. PREAMBLE

The expressed purpose of these terms and conditions of this document is to provide the requisite structure by which police assistance can be requested and rendered. It is the express intention of all the Chief Law Enforcement Officers for these provisions to be liberally interpreted and flexible in scope. The chiefs in these communities recognize that the need for additional police manpower arise for various reasons. The participants to this agreement are committed to protecting life and property of their citizens and have agreed to enter into a mutual assistance compact for police services.

II. POLICE SERVICES

- I. In accordance with M.R.S.A., it is explicitly agreed that the chief law enforcement officer or the ranking on-duty law enforcement officer of one agency may request police assistance from the chief law enforcement officer or the ranking on-duty officer at any time a request is necessary.
- II. The request for assistance under this compact will be made only when the requesting agency has exhausted or fully committed its available police manpower and/or resources, and/or where additional manpower and/or resources are required to protect

life or property, to maintain order, to prevent the commission of criminal acts or to prevent the escape of a person who has committed a criminal act.

- III. Requests for assistance may be made by telephone, radio, police dispatcher or any other proper means available. It is understood that the responding agency will extend its best effort to provide assistance in these circumstances. Such assistance may include manpower, vehicles, equipment, materials, etc.
- IV. The amount of manpower and resources to be provided shall be the sole discretion of the Chief of Police/Sheriff or his/her authorized designee of the responding agency who shall consider the continuing police services required within his/her own jurisdiction.
- V. It is expressly understood that the assistance is voluntary and does not require compulsory reply when invoked. The form and duration of assistance to be provided shall be determined by the responding agency. Any and all such services may be recalled at the discretion of the responding agency.
- VI. Police officers of the responding department shall have full authority and police powers as granted under Title 30-A, M.R.S.A. Section 2674, that such officer shall have the authority to exercise police powers in the jurisdiction of a party of this compact only when their assistance is officially requested by the Chief of Police/Sheriff or his authorized representative.
- VII. All Officers rendering aid to a requesting department shall have the same powers, duties and privileges as do members of the requesting department.
- VIII. When assistance is requested under this compact, the Chief of Police/Sheriff or his designee of the requesting department shall be in charge of the entire police operation within his jurisdiction. Police personnel, equipment and vehicles which are furnished by the responding agency shall remain under the direct supervision of the responding agency's senior police official as so far as is practical. Every effort will be made to

coordinate the police action through the senior officers of the responding agencies for direction to the responding agency's personnel.

- IX. The responding agencies shall be responsible for the salaries and benefits of the responding officers; for all equipment of the responding department that may be lost, damaged or destroyed; and for any injuries to any personnel of the responding agency while providing aid to the requesting agency.
- X. The responding agency will assume its own liability incurred to any third party, except to the extent attributable to command or operational decisions made by the requesting department.
- XI. Each agency hereto has the right to unilaterally withdraw from this compact upon giving ten (10) days written notice of intention to the other parties of the compact and thereafter the compact shall become null and void at the end of said ten (10) days for the withdrawing agency.
- XII. Any unforeseen problems developing as a result of this compact shall be resolved by the joint actions of the Chiefs of Police/Sheriffs or their authorized agent.
- XIII. This agreement constitutes the entire understanding between the agencies. Any modifications or additions to the terms and provisions hereof shall be in writing and executed in the same manner and with the same formality as this agreement.
- XIV. This agreement shall remain in full force and effect from the date of this agreement unless other arrangements are provided for pursuant to paragraph XI.

This agreement is entered into by the Chiefs of Police/Sheriff of the undersigned agencies with the formal consent of their Municipal Officers/County Commissioner.

Berwick

Chief of Police

Municipal Officer

Buxton

Chief of Police

Municipal Officer

Kennebunk

Chief of Police

Municipal Officer

Kittery

Chief of Police

Municipal Officer

Biddeford

Chief of Police

Municipal Officer

Eliot

Chief of Police

Municipal Officer

Kennebunkport

Chief of Police

Municipal Officer

North Berwick

Chief of Police

Municipal Officer

Ogunquit

Chief of Police

Municipal Officer

Saco

Chief of Police

Municipal Officer

South Berwick

Chief of Police

Municipal Officer

York

Chief of Police

Municipal Officer

Old Orchard Beach

Chief of Police

Municipal Officer

Sanford

Chief of Police

Municipal Officer

Wells

Chief of Police

Municipal Officer

York County

Sheriff

County Commissioner

Administration

Saco City Hall
300 Main Street
Saco, Maine 04072-1538
Phone: (207) 282-4191



Bryan Kaenrath
City Administrator
BKaenrath@sacomaine.org
[facebook.com/sacomaine](https://www.facebook.com/sacomaine)
[Twitter.com/sacomaine](https://twitter.com/sacomaine)
[Instagram.com/saco.maine](https://www.instagram.com/saco.maine)

MEMORANDUM

TO: Mayor and City Councilors
FROM: Bryan Kaenrath
DATE: October 26, 2020
RE: Charter Amendment Discussion

Councilor Minthorn has proposed four Charter amendments, which are attached below. These edits are up for discussion and, if approved by Co will be on the ballot at the June election. Councilors are asked to propose any additional charter amendments soon for discussion.

Councilor Minthorn's Charter amendment proposals included in this packet:

2.05c – adds parallel non-voting member status to Deputy Mayor, sharing workload with Mayor, if required

2.06c – cleans up vacancy language to reflect 3-year terms and annual elections, also allow Deputy Mayor to return to seat

2.07d – adds Mayor and Council authority to unappoint on board, committees, and commissions

9.08 – adds Code of Conduct to Charter

Section 2.05 **Election and Term.**

C.

Deputy Mayor. The City Council shall elect from its membership a Deputy Mayor who shall exercise all powers of the Mayor during temporary absence or disability of the Mayor. In the event of a vacancy in the office of Mayor, the Deputy Mayor shall assume the office of Mayor with all the duties and obligations of that office in accordance with the provisions of Section 2.06(c)(1).

The Deputy Mayor may serve as a non-voting member of all municipal boards, committees, and commissions, except where prohibited by law.

Section 2.06 **Vacancies, Forfeiture of Office, Filling of Vacancies.**

c.

Filling of Vacancies.

1.

A vacancy in the office of Mayor, ~~occurring less than twelve (12) months prior to the next regular municipal election,~~ shall be filled by the Deputy Mayor, as provided in Section 2.05(c). ~~In case of a vacancy in the office of Mayor created more than twelve (12) months prior to~~ **At** the next regular municipal election, the **remainder of** ~~vacancy shall be filled for the unexpired~~ **Mayor's term shall be filled** ~~by a special election to be held within sixty (60) days from the day the vacancy is created.~~ The vacancy created in the City Council by the elevation of the Deputy Mayor shall be filled in accordance with the provisions of Section 2.06(c)(2).

2.

In the case of a ~~In the case of a vacancy created in the City Council~~ **of two (2)** ~~to less than twelve (12) months prior to the next regular municipal election,~~ the remaining members of the City Council may appoint an eligible person to fill the ~~unexpired term within thirty (30) days after the vacancy~~ **until the next regular municipal election,** ~~occurs for the remainder of the unexpired term.~~ **The Deputy Mayor elevating to Mayor, may return to their vacated seat for the remainder of their unexpired term after the new Mayor is sworn in.** If the City Council fails to make such appointment within thirty (30) days, the Mayor shall appoint an eligible person to fill the unexpired term within ten (10) days thereafter. ~~In case of a vacancy created more than twelve (12) months prior to the next regular election, the vacancy shall be filled for the unexpired term by a special election to be held within sixty (60) days from the day the vacancy is created.~~ If at any time more than three vacancies in the office of City Councilor exist, a special primary and special election shall be held to fill such vacancies within sixty (60) days from the day the fourth vacancy is created.

3.

Elections to fill vacancies shall be called and held, and nominations made as in other elections. See Article **VII** on Elections.

Section 2.07 Power and Duties of the Mayor

d.

The Mayor shall appoint, and the City Council confirm, all members of municipal boards, **committees**, and commissions of the City of Saco. If an appointment has not been made and confirmed within thirty (30) days from the date of the vacancy, the City Council shall then proceed to fill the vacancy. **The Mayor shall unappoint, and City Council confirm, any member of municipal boards, committees, or commissions with documented excessive absences or violating the City of Saco Code of Conduct, as adjudicated in Executive Session. The appointed replacement shall finish the term of the vacating member.** The Mayor may serve as a non-voting member of all municipal boards, **committees**, and commissions, except where prohibited by law.

Section 9.08 **Code of Conduct.**

[Adopted 11-04-2020]

Any City or School employee, officer, elected official, or appointed and confirmed member of any board, committee or commission, shall receive a copy of the **City of Saco Code of Conduct** and shall complete the required Attestation Form to be returned to the City Clerk's office within ten business days of their hire or being sworn in, where it shall remain on file for the duration of their service plus 10 years.

The City of Saco Code of Conduct policy shall be amended 30 days after a super majority vote of the City Council using the three (3) meeting process.