Cumberland County

27 Northport Dr
Portland, ME 04103

Maine
Cumberland County

Agenda - Final

Monday, July 20, 2026

5:00 PM

Meeting will start at 5:00 p.m. for an Executive Session and resume after the commissioners exit executive session.
In person with the option to view online:
www.cumberlandcountyme.gov/live
The Board meets on the third Monday of each month at 5:30pm in the Sebago Lake Room unless otherwise noted.

Board of Commissioners

District 4 - Chair Patricia Smith
District 2 - Vice Chair Tom Tyler
District 1 - Jean-Marie Caterina
District 3 - Stephen Gorden
District 5 - James Cloutier

Meeting will be streamed online: www.cumberlandcountyme.gov/live

CALL TO ORDER

ATTENDANCE

EXECUTIVE SESSION

26-072 County Commissioners will vote to enter Executive Session pursuant to 1 M.R.S.A. 405(6)(C) to discuss options between the County and State of Maine Judiciary.

Attachments: Position Paper

The Board of Commissioners will resume its meeting upon exiting executive session.

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

CD 26-018 Approval of the minutes, June 15, 2026, meeting of the Board of Commissioners

Attachments: June 15 2026 Meeting Minutes

INFORMATIONAL REPORT(S) AND PRESENTATION(S)

CD 26-019 Update on current action plan for the allocation of the Cumberland County Opioid Settlement Funds.

Attachments: Memo on Opioid Settlement Spending Update June 2026

COMMENTS FROM THE PUBLIC

The Board Chair will limit comments on unrelated agenda items to three (3) minutes per speaker. The public comment period is limited to one (1) hour.

CONSENT AGENDA

26-073 Approval of the Sheriff's Office Commissions from June 1, 2026 to June 30, 2026

Attachments: June 2026 Commission Memo

26-074 Approve the agreement for Law Enforcement Services by and between Cumberland County, The Cumberland County Sheriff, and the Inhabitants of the Town of Long Island from July 01, 2026 to September 6, 2026.

Attachments: Long Island PP 2026
Long Island Patrol Contract 2026

26-075 Approve the agreement for Law Enforcement Services by and between the Cumberland County Sheriff's Office, Board of County Commissioners and Maine School District 6 from August 2026 to June 2027.

Attachments: SAD #6 PP 2026
SAD6Contract

26-076 Approve the agreement for Law Enforcement Services by and between Cumberland County, The Cumberland County Sheriff, and the inhabitants of the Town of Harrison from July 1, 2026 to June 30, 2027.

Attachments: Harrison LE Position Paper 2026-2027
Harrison Contract 2026

26-077 Approve the agreement for law enforcement services by and between the Cumberland County Sheriff's Office, Board of County Commissioners and Maine School District 15 and the Town of Gray July 1, 2026 and ending June 30, 2027.

Attachments: SAD #15 PP 2026
MSAD15CONTRACT2026

26-078 Approval of agreement for School Resource Deputy Law Enforcement Services by and between the Cumberland County Sheriff's Office, Board of County Commissioners with the School Administrative District #61, Lake Region, from August 2026 to June 2027.

Attachments: SAD #61 PP 2026
MSAD61Contract2026

26-079 Agreement for Law Enforcement Services by and between Cumberland County, the Cumberland County Sheriff, and the inhabitants of the Town of Standish from July 1, 2026 to June 30, 2027.

Attachments: Standish LE Position Paper 2026-2027
StandishContract2026

26-080 Authorize the County Manager to sign the General Assistance Services agreement between Cumberland County and the Town of Cumberland from July 1, 2026 to June 30, 2029.

Attachments: Position Paper
Cumberland GA Signed 6-30-26

26-081 Authorize the County Manager to execute the contract between the Town of Harpswell and Cumberland County for regional dispatch services from July 1, 2026 - June 30, 2028.

Attachments: PP - 2026 Harpswell Dispatch Contract
CC Dispatch Harpswell Contract 26-28

26-082 County Commissioners enter into a five-year employment contract with the County Manager James H. Gailey.

Attachments: Position Paper
Final Amended JGailey Employment Agreement 2026

26-086 Approve the Agreement between the Town of Cumberland and Cumberland County for the sharing of radio equipment and associated resources.

Attachments: Position Paper
Cumberland Town County AGREEMENT FINAL

NEW BUSINESS

26-083 Approve the use of the County's Opioid Settlement funds for Cumberland County Public Health prevention pilot project.

Attachments: Position Paper - Opioid Pilot Program
Memo on Opioid Settlement Prevention Project July 2026

26-084 County Commissioners position on Option 2 of the Northern New England Passenger Rail Authorities feasibility study for a new train station in Portland.

Attachments: Position Paper
2026.01.21 Portland Train Stn Relocation - Site 2 v 3 Cost_v2
Memorandum - Summary Comparison of Station Locations 1_20_26a
NEPRA Site 2 Concept Rotated
NNEPRA Sheriff Letter 06-08-26
Visual Proposed Train Station to Jail

EXECUTIVE SESSION

26-085 County Commissioners will vote to enter Executive Session pursuant to 1 M.R.S.A. 405(6)(C) to discuss proposed real estate transaction between the County and a private landowner.

Attachments: Position Paper

COMMENTS FROM THE EXECUTIVE STAFF

COMMENTS FROM THE COUNTY MANAGER

COMMENTS FROM THE COUNTY COMMISSIONERS

Next Meeting: Monday, September 21, 2026

ADJOURNMENT

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-072 **Agenda Date:** 7/20/2026

Agenda Item Request

County Commissioners will vote to enter Executive Session pursuant to 1 M.R.S.A. 405(6)(C) to discuss options between the County and State of Maine Judiciary.

Background and Purpose of Request

Cumberland County currently leases the County Courthouse Annex to the State of Maine Judiciary. Discussions will be concerning the relationship moving forward.

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-072 **Agenda Date:** 7/20/2026

Agenda Item Request

County Commissioners will vote to enter Executive Session pursuant to 1 M.R.S.A. 405(6)(C) to discuss options between the County and State of Maine Judiciary.

Background and Purpose of Request

Cumberland County currently leases the County Courthouse Annex to the State of Maine Judiciary. Discussions will be concerning the relationship moving forward.

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: CD 26-018 **Agenda Date:** 7/20/2026

Title:

Approval of the minutes, June 15, 2026, meeting of the Board of Commissioners

Background and Purpose of Request:

Review and approve the attached minutes.

Staff Contact: Katharine Cahoon, Executive Department

Cumberland County
Board of Commissioners
Meeting Minutes - Draft

27 Northport Dr
Portland, ME 04103

The Board meets on the third Monday of each month at 5:30pm in the Sebago Lake Room unless otherwise noted.

Monday, June 15, 2026 **5:30 PM** **Sebago Meeting Room**
27 Northport Dr
Portland, ME 04103

In person with the option to view online: www.cumberlandcountyme.gov/live

Meeting will be streamed online: www.cumberlandcountyme.gov/live

CALL TO ORDER

The Board of Commissioners met for their regularly scheduled meeting at 27 Northport Drive, Portland, in the Sebago Lake Conference Room, the meeting was called to Order by Chair Patti Smith at 5:00 p.m.

ATTENDANCE

Present:	4 -	Chair Patricia Smith, Vice Chair Tom Tyler, Commissioner Stephen Gorden, and Commissioner James Cloutier
Excused:	1 -	Commissioner Jean-Marie Caterina

County Staff:
James Gailey, County Manager
Breana Gersen, Deputy County Manager
Katharine Cahoon, Admin and Special Projects
Theresa Grover, Director of Finance
Amy Jennings, Director of Human Resources

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

CD 26-017 Approval of the minutes, May 18, 2026, meeting of the Board of Commissioners

A motion was made by Commissioner Cloutier, seconded by Commissioner Gorden, that this Minutes Report be APPROVED. The motion carried by a unanimous vote.

COMMENTS FROM THE PUBLIC

The Board Chair will limit comments on unrelated agenda items to three (3) minutes per speaker. The public comment period is limited to one (1) hour.

Chair Smith opened the public comment period at 5:32 p.m., there were no comments from the public.

CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Commissioner Cloutier, seconded by Commissioner Gorden, to approve the Consent Agenda. The motion carried by the following vote:

Yes: 4 - Chair Smith, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

Excused: 1 - Commissioner Caterina

26-058 Sheriff's Office Commissions May 1st, 2026 through May 31st, 2026.

This Order was APPROVED.

26-059 Approve agreement for law enforcement services by and between Cumberland County, the Cumberland County Sheriff, and the inhabitants of the Town of Naples from June 17, 2026 to September 7, 2026.

This Order was APPROVED.

26-060 Approve the agreement for Law Enforcement services by and between Cumberland County, the Cumberland County Sheriff, and the inhabitants of the Town of Chebeague Island from May 20, 2026 to September 6, 2026.

This Order was APPROVED.

26-061 Authorize the County Manager to sign the General Assistance Services agreement between Cumberland County and the Towns of Falmouth, Casco, North Yarmouth, Gray, and Baldwin from July 1, 2026 to June 30, 2029.

This Order was APPROVED.

26-062 Authorize the County Manager to sign the contract between the Town of Gray and Cumberland County for regional dispatch services from July 1, 2026 - June 30, 2028.

This Order was APPROVED.

26-063 Authorize the County Manager to execute the contract between the Town of Windham and Cumberland County for regional dispatch services from July 1, 2026 to June 30, 2028.

This Order was APPROVED.

26-064 Authorize the County Manager to execute the contract between the Town of North Yarmouth and Cumberland County for regional dispatch services from July 1, 2026 to June 30, 2028.

This Order was APPROVED.

26-065 Authorize the County Manager to execute the contract between the Town of Chebeague Island and Cumberland County for regional dispatch services from July 1, 2026 to June 30, 2027.

This Order was APPROVED.

26-066 Authorize the reduction of board members on the Cumberland County Board of Assessment Review from seven (7) to five (5) members by eliminating the two (2) currently vacant seats, effective immediately.

This Order was APPROVED.

26-067 Amend the Cumberland County Administrative Regulations and Policies and repeal "Number 15: CJIS Security," and adopt "Number 15: CJIS Security Policy" to replace the former policy.

This Order was APPROVED.

26-071 Authorize the County Manager to sign the Tyler Technologies Software As A Service Agreement for the "Munis" program.

This Order was APPROVED.

NEW BUSINESS

26-068 Authorize the County Treasurer to adjust the Tax Stabilization Reserve, the Special Revenue accounts, establish Capital Reserve accounts and re-authorize ARPA interest funded expenditures.

County Manager James Gailey explained that the agenda item was the result of amending county policies that address the audit result. This item cleans up the funds within the charter of accounts in preparation of the 2027 audit and ACFR. He noted that the content was discussed in detail at the previous workshop in the beginning of June. He summarized that this item balances the special revenue chart of accounts, addresses liabilities and established reserve accounts without having to rely on future budgets. County Manager Gailey continued and explained that funds in the ARPA interest account would be reauthorized from existing ARPA projects which include Jail Recruitment, Northport construction, and Cross Insurance Arena Capital projects.

Vice Chair Tyler asked what ARPA stands for?

County Manager Gailey explained that ARPA stands for the "American Rescue Plan Act." which were funds used to address the economic impacts of COVID.

County Manager Gailey read the five motions as written.

Commissioner Cloutier thanked County Manager Gailey for reading the motions and observed that this action would clean up and support Finance Director Theresa Grover's work.

Commissioner Gorden requested that the motion be amended to show that the item approves all of the proposed motions as if they were voted on individually.

Commissioner Gorden stated that he appreciated the hard work that was presented at the workshop. He appreciated the transparency regarding the reserve accounts and that it reinforces the public's trust. He added that it also prepares the county to be fiscally responsible and allows for effective operations.

County Manager Gailey recognized Finance Director Grover and Finance and

Budget Manager Alyssa Johnson for their work to identify the accounts.

A motion was made by Commissioner Gorden, seconded by Commissioner Cloutier, that the Order be AMENDED. The motion carried by the following vote:

Yes: 4 - Chair Smith, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

Excused: 1 - Commissioner Caterina

26-068 Authorize the County Treasurer to adjust the Tax Stabilization Reserve, the Special Revenue accounts, establish Capital Reserve accounts and re-authorize ARPA interest funded expenditures.

County Manager Gailey read the five motions as written:
Motion one to transfer $427,348 from the MAT Reserve Fund (Account # 31067) to Account #51389 to cover medication-assisted treatment (MAT) expenditures.

A motion was made by Commissioner Cloutier, seconded by Vice Chair Tyler, that the Order be APPROVED AS AMENDED. The motion carried by the following vote:

Yes: 4 - Chair Smith, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

Excused: 1 - Commissioner Caterina

Motion two to establish the following reserve accounts:
- A “Buildings and Grounds Reserve” for the purpose of funding necessary maintenance of County-owned buildings and grounds.
- A “RCC Radio Communications and Frequency Reserve” for the purpose of funding radio communication initiatives, such frequency sharing and acquisition of P25 licenses.
- A “Non-Public Safety Fleet Reserve” for the purpose of funding acquisition and maintenance of County vehicles used by County departments not involved in law enforcement functions.
- A “Regional Service Expansion Reserve” for the purpose of funding the development of new County-run regional services.
- A “Cross Insurance Reserve” for the purpose of funding maintenance and capital improvements to the Cross Insurance Arena.
- A “Fire and EMS Reserve” for the purpose of funding initiatives and equipment to support regional fire and EMS collaboration.

A motion was made by Commissioner Cloutier, seconded by Vice Chair Tyler, that the Order be APPROVED AS AMENDED. The motion carried by the following vote:

Yes: 4 - Chair Smith, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

Excused: 1 - Commissioner Caterina

Motion three to transfer a total of $4,646,013.45 from the Investment Revenue Account (Account #54000-4901) to the following accounts:

- $250,000 to Account #31342-4008
- $390,000 to Account #70601-4100
- $205,000 to the Buildings and Grounds Reserve Account
- $200,000 to the RCC Radio Comms/Freq. Reserve Account
- $100,000 to the Non-Public Safety Fleet Reserve Account
- $300,000 to the Regional Service Expansion Reserve Account
- $230,000 to the Cross Insurance Arena Reserve Account
- $75,000 to the Fire and EMS Reserve Account
- $1,400,304.59 to Fund 21
- $214,092 to Fund 31
- $54,052 to Fund 42
- $11,186 to Fund 51
- $135,198 to Fund 52

A motion was made by Commissioner Cloutier, seconded by Vice Chair Tyler, that the Order be APPROVED AS AMENDED. The motion carried by the following vote:

Yes: 4 - Chair Smith, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

Excused: 1 - Commissioner Caterina

Motion four to transfer $400,000 from the Tax Stabilization Reserve Account (Account # 31391-4100) to the following accounts:

- $125,000 to the Buildings and Grounds Reserve Account
- $50,568.67 to the RCC Radio Comms/Freq. Reserve Account
- $75,000 to the Regional Service Expansion Reserve Account

A motion was made by Commissioner Cloutier, seconded by Vice Chair Tyler, that the Order be APPROVED AS AMENDED. The motion carried by the following vote:

Yes: 4 - Chair Smith, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

Excused: 1 - Commissioner Caterina

Motion five to re-authorize a total expenditure of $1,081,180.80 previously made from the Investment Revenue Account (Account #54000-4901) for the following purposes:

- $26,850.28 for Recruitment
- $997,617.35 for Northport Construction
- $56,713.17 for Cross Insurance Arena maintenance

A motion was made by Commissioner Cloutier, seconded by Vice Chair Tyler, that the Order be APPROVED AS AMENDED. The motion carried by the following vote:

Yes:	4 -	Chair Smith, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier
No:	0	
Excused:	1 -	Commissioner Caterina

Commissioner Cloutier requested that the Board go into executive session last after updates were shared. There were no objections.

COMMENTS FROM THE EXECUTIVE STAFF

Human Resources Director Amy Jennings shared that they are two patrol deputy vacancies away from being fully staffed. She explained that several patrol deputies have been hired and will be attending the academy in the fall. There are a number of vacancies across multiple departments, particularly in the Facilities Department and the Jail. The Human Resources and Finance Departments are fully staffed. She shared that negotiations with Dispatch went well and they will be discussed in depth in the executive session.

Chair Smith asked about the current number of correctional officers openings?

HR Director Jennings shared that there were approximately 25 vacancies.

Finance Director Grover shared that her Department's new payroll software, TCP, went live last week. There are few glitches that staff are addressing but only a few minor issues that are expected to be corrected. She explained that her department is running both payroll softwares simultaneously and it is creating delays. Staff have been preparing for the end of the fiscal year as well as the audit. Finance and Budget Manager Alyssa Johnson is integrating the new budget management software into finance operations.

Commissioner Gorden asked when the audit begins?

Finance Director Grover stated that it starts in September.

Assistant County Manager Breana Gersen shared that she met with the Maine Office of Community Affairs and a representative from the Governor's office about developing the regional code enforcement officer program at the county. As it is a new concept, they will continue discussions about developing the new model.

Chair Smith asked about the timing of the program?

Assistant County Manager Gersen shared that pilot funding would be available at the end of the summer for a three year pilot program.

Commissioner Gorden asked if the county is applying for funding?

County Manager Gailey confirmed that they will.

COMMENTS FROM THE COUNTY MANAGER

County Manager Gailey shared that he will bring forth names of additional members to be appointed to the Feasibility Committee for the Cross Insurance Arena at the next Commissioner meeting.

COMMENTS FROM THE COUNTY COMMISSIONERS

Commissioner Cloutier congratulated Finance Director Grover on her work. He observed that much of the funding reallocated is being dedicated to the development of Regional activities which he supports. This is an opportunity for significant future growth. He advised that regarding the Arena Feasibility Committee, they should reach out to the municipalities that are being affected both negatively and positively. He recalled that their group did a similar exercise when the Cross Insurance Arena underwent renovations. While the opinions were mixed, there was ultimately a positive outcome. Commissioner Cloutier shared that in memory of former County Commissioner Neil Jamieson, spring sports are coming to a close and congratulations to all of the student participants.

Commissioner Gorden stated that one of the things that interested him is a new finance system and many opportunities that are beginning to open up within all the communities in the county. He noted that one of the projects that should be modernized are the community contracts so that they are very similar. He explained that consolidating the contract charges so that they're similar across the county contracts, it helps the public to see the differences in costs and charges. He expressed that the commission should make sure that this is an acceptable idea across the county as it becomes common across the organization. He observed that accelerated change is taking place. In addition to central dispatch services, there is also the organization of Fire and EMS. It is more evident that organizational consolidation is happening in the county. He pointed out that that can be seen by the General Assistance contracts that were just approved and by the interest in the Human Resources services provided by the county.

Vice Chair Tyler echoed Commissioner Gorden, and shared that he is witnessing the consolidation of services. He gave an example of Windham and Gorham that have decided to create a shared position of a Deputy EMS Fire Chief. He explained that municipalities are realizing that they don’t need to pay twice for the same services when they can share. He anticipates that other municipalities will eventually do the same thing for similar vacant positions. Vice Chair Tyler noted that there is a declining interest in becoming a fire fighter or a correctional officer.

Chair Smith also echoed former Commissioner Neil Jamieson and congratulated all of the graduates from high school or college. She also observed that June is Pride Month and wished those who are observing a happy pride month.

EXECUTIVE SESSION

26-069 Authorize the County Commissioners to enter into Executive Session in accordance with 1 M.R.S.A. §405 (6)(D) for the opportunity to discuss contract negotiations with the Cumberland County Communications Association.

A motion was made by Commissioner Cloutier, seconded by Commissioner Gorden, that the Executive Session be APPROVED. The motion carried by the following vote:

Yes: 4 - Chair Smith, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

Excused: 1 - Commissioner Caterina

A motion was made by Vice Chair Tyler, seconded by Commissioner Gorden, that the Executive Session be CONCLUDED. The motion carried by the following vote:

Yes: 4 - Chair Smith, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

Excused: 1 - Commissioner Caterina

26-070 Authorize the County Commissioners to enter into Executive Session in accordance with 1 M.R.S.A. §405 (6)(A) for the County Manager's annual evaluation.

A motion was made by Commissioner Cloutier, seconded by Commissioner Gorden, that the Executive Session be APPROVED. The motion carried by the following vote:

Yes: 4 - Chair Smith, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

Excused: 1 - Commissioner Caterina

A motion was made by Vice Chair Tyler, seconded by Commissioner Gorden, that the Executive Session be CONCLUDED. The motion carried by the following vote:

Yes: 4 - Chair Smith, Vice Chair Tyler, Commissioner Gorden, and Commissioner Cloutier

No: 0

Excused: 1 - Commissioner Caterina

Next Meeting: Monday, July 20, 2026

ADJOURNMENT

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: CD 26-019 **Agenda Date:** 7/20/2026

Agenda Item Request

Update on current action plan for the allocation of the Cumberland County Opioid Settlement Funds.

Background and Purpose of Request

From: Liz Blackwell-Moore
Subject: Cumberland County Opioid Settlement Spending Update

Overview

Cumberland County Government began receiving direct payments from several Opioid Settlements in 2022 and will continue to receive payments for the next 18 years. Each year, the total payment amount will fluctuate but the County expects to receive an average of $211,260 annually. All subdivision recipients of the opioid settlement funds in Maine must spend the money on approved uses for opioid abatement identified in the Opioid Settlement MOU. <https://www.maine.gov/ag/docs/Maine%20Subdivision%202023%20Memorandum%20of%20Understanding%20Regarding%20Opioid%20Settlement%20Funds.pdf>

Cumberland County's Process for Determining Spending:

In 2023, Cumberland County Public Health staff, including the Director, the Behavioral Public Health Manager, the Chronic Disease Prevention Manager, and the Substance Use Prevention Team Lead, completed an assessment process to determine the needs for addressing opioid use disorder and substance use disorder over the next 3-5 years. The assessment process included information from an extensive County Health Improvement Planning process that took place in 2022, as well as a 2023 survey of organizations to understand current efforts to prevent and address OUD in Cumberland County. This assessment was then used to set priorities for investment and create a 2023-2027 Action Plan. The Plan was approved by County Commissioners in September of 2023. A more detailed write up of the process, the assessment and the Action Plan, can be found HERE <https://www.cumberlandcountyme.gov/departments/public_health_department/behavior_health_program/opioid_settlement_funds.php> on the county's website.

Priority Areas for Investment:

As settlement dollars are allocated across Cumberland County, an opportunity exists to fill a critical need and coordinate efforts in ways that maximize impact and return on investment while simultaneously building critical community capacity to make a long-term impact on the problem. Priority areas for investment over the next 3-5 years include:

Coordination Interventions Prevention

• Support capacity building & coordination of acute overdose response and follow up efforts • Support coordination of municipal opioid settlement spending • Support data collection, analysis, and sharing • Support services for Housing First • Increase # of detox beds • Invest in innovations in treatment • Increase

youth treatment options • Coordination of SUD services • Facilitate community-led process for Building Community Resilience • Invest in whole family, two generation programming • Increase early interventions for youth & families impacted by OUD and SUD

Total opioid settlement spending from 2023-June, 2026 (approximates):

Total Spent to date: Approximately $380,000

Coordination:

$190,000 has been spent since 2023 on about .5 FTE for the Behavioral Public Health Manager, Brandon Irwin. Some examples of the coordination work Brandon completed with the time he bills to Opioid Settlement funds includes:

- *SIM Mapping:* Brandon organized a Sequential Intercept Mapping Workshop facilitated by SAMHSA in Spring of 2024. The goal of the workshop was to identify the top 5 priorities and create action plans for improving systems and services for people who use drugs or have a substance use disorder and are involved in the criminal legal system. The workshop included over 70 partners from criminal legal and behavioral health systems as well as people with substance use disorders and experience in the criminal legal system.
- *Behavioral Health and Justice Coalition:* The SIM workshop led to the creation of the Behavioral Health and Justice Coalition along with 3 workgroups that are currently working on assessing the Cumberland County landscape of first responder deflection (Police or EMS embedded behavioral health liaisons); improving coordinated reentry from jail; improving the process of released from jail to treatment.
- *Grant Writing and Management::* Brandon managed the RFP process and the subaward to Greater Portland Health for our opioid response innovation and capacity building grant in 2024. He also wrote a successful MeHAF grant for a behavioral public health coordinator and currently supervises Kathryn Gallagher on her work supporting the Behavioral Health and Justice Coalition work.

$5,000 was used to host the SIM mapping event in March of 2024. SAMHSA provided the facilitation and reports for the project, but we provided funds for renting a space, food, supplies, and stipends for people with lived experience who could not come to the event through their work.

Interventions:

$21,000 was used in 2023 for recovery housing for people involved in the Pathways of Hope project when there was a gap between funding cycles. Ongoing funding of recovery housing and treatment for people in the Pathways of Hope project at Portland Recovery Community Center is provided to Cumberland County Public Health through a Maine Public Safety grant.

$80,000 was awarded to Greater Portland Health for innovations in treatment through a competitive RFP process facilitated by CCPH. Greater Portland Health used the grant funds to support the staff on the new mobile medical van as they do harm reduction and opioid use disorder treatment outreach to people at highest risk of overdose deaths in Cumberland County. GPH has since received additional funds from other sources to continue offering services through the mobile van. More information about the project can be found HERE. <https://www.cumberlandcountyme.gov/departments/public_health_department/behavior_health_program/opioid_settlement_funds.php>

$77,000 was used in 2023-2024 to pay for Medication for Opioid Use Disorder for people with OUD who are incarcerated at the Cumberland County Jail.

Prevention:
$5,500 was used to pay Claire Schroeder, a prevention consultant, to interview people who work with families and in communities most impacted by opioids to understand their needs. She also worked with the prevention team at CCPH to create a prevention intervention focused on that group of people. The intervention created through this process was the basis for a recent federal SAMHSA grant application written by CCPH that could award $425,000 a year for 5 years for substance use prevention in Cumberland County.

Plans for Future Spending:

CCPH plans to continue funding coordination efforts by paying for at least half of the salary of the Behavioral Public Health Manager, Brandon Irwin. We also have a plan to fund to a prevention pilot focused on middle school age young people who are in communities and families most impacted by opioids.

We will continue assessing funding needs for innovative interventions. We may also use funds for medication for addiction treatment for people with a substance use disorder in the Cumberland County jail and for recovery housing for people at highest risk for overdose death or involvement in the criminal legal system as needed.

Requestor

Liz Blackwell-Moore, Director of Public Health

Presentation

Yes

Funding Amount and Source

See attached memo regarding allocation action plan.

Cumberland County
Public Health

Memo to Commissioners

July, 20, 2026
From: Liz Blackwell-Moore
Subject: Cumberland County Opioid Settlement Spending Update

Overview:

Cumberland County Government began receiving direct payments from several Opioid Settlements in 2022 and will continue to receive payments for the next 18 years. Each year, the total payment amount will fluctuate but the County expects to receive an average of $211,260 annually. All subdivision recipients of the opioid settlement funds in Maine must spend the money on approved uses for opioid abatement identified in the Opioid Settlement MOU.

Cumberland County's Process for Determining Spending:

In 2023, Cumberland County Public Health staff, including the Director, the Behavioral Public Health Manager, the Chronic Disease Prevention Manager, and the Substance Use Prevention Team Lead, completed an assessment process to determine the needs for addressing opioid use disorder and substance use disorder over the next 3-5 years. The assessment process included information from an extensive County Health Improvement Planning process that took place in 2022, as well as a 2023 survey of organizations to understand current efforts to prevent and address OUD in Cumberland County. This assessment was then used to set priorities for investment and create a 2023-2027 Action Plan. The Plan was approved by County Commissioners in September of 2023. A more detailed write up of the process, the assessment and the Action Plan, can be found HERE on the county's website.

Priority Areas for Investment:

As settlement dollars are allocated across Cumberland County, an opportunity exists to fill a critical need and coordinate efforts in ways that maximize impact and return on investment while simultaneously building critical community capacity to make a long-term impact on the problem. Priority areas for investment over the next 3-5 years include:

Coordination	Interventions	Prevention
• Support capacity building & coordination of acute overdose response and follow up efforts • Support coordination of municipal opioid settlement spending • Support data collection, analysis, and sharing	• Support services for Housing First • Increase # of detox beds • Invest in innovations in treatment • Increase youth treatment options • Coordination of SUD services	• Facilitate community-led process for Building Community Resilience • Invest in whole family, two generation programming • Increase early interventions for youth & families impacted by OUD and SUD

Cumberland County
Public Health

Total opioid settlement spending from 2023-June, 2026 (approximates):

Total Spent to date: Approximately $380,000

Coordination:

$190,000 has been spent since 2023 on about .5 FTE for the Behavioral Public Health Manager, Brandon Irwin. Some examples of the coordination work Brandon completed with the time he bills to Opioid Settlement funds includes:

- *SIM Mapping:* Brandon organized a Sequential Intercept Mapping Workshop facilitated by SAMHSA in Spring of 2024. The goal of the workshop was to identify the top 5 priorities and create action plans for improving systems and services for people who use drugs or have a substance use disorder and are involved in the criminal legal system. The workshop included over 70 partners from criminal legal and behavioral health systems as well as people with substance use disorders and experience in the criminal legal system.
- *Behavioral Health and Justice Coalition:* The SIM workshop led to the creation of the Behavioral Health and Justice Coalition along with 3 workgroups that are currently working on assessing the Cumberland County landscape of first responder deflection (Police or EMS embedded behavioral health liaisons); improving coordinated reentry from jail; improving the process of released from jail to treatment.
- *Grant Writing and Management::* Brandon managed the RFP process and the subaward to Greater Portland Health for our opioid response innovation and capacity building grant in 2024. He also wrote a successful MeHAF grant for a behavioral public health coordinator and currently supervises Kathryn Gallagher on her work supporting the Behavioral Health and Justice Coalition work.

$5,000 was used to host the SIM mapping event in March of 2024. SAMHSA provided the facilitation and reports for the project, but we provided funds for renting a space, food, supplies, and stipends for people with lived experience who could not come to the event through their work.

Interventions:

$21,000 was used in 2023 for recovery housing for people involved in the Pathways of Hope project when there was a gap between funding cycles. Ongoing funding of recovery housing and treatment for people in the Pathways of Hope project at Portland Recovery Community Center is provided to Cumberland County Public Health through a Maine Public Safety grant.

$80,000 was awarded to Greater Portland Health for innovations in treatment through a competitive RFP process facilitated by CCPH. Greater Portland Health used the grant funds to support the staff on the new mobile medical van as they do harm reduction and opioid use disorder treatment outreach to people at highest risk of overdose deaths in Cumberland County. GPH has since received additional funds from other sources to continue offering services through the mobile van. More information about the project can be found HERE.

$77,000 was used in 2023-2024 to pay for Medication for Opioid Use Disorder for people with OUD who are incarcerated at the Cumberland County Jail.

Cumberland County
Public Health

Prevention:

$5,500 was used to pay Claire Schroeder, a prevention consultant, to interview people who work with families and in communities most impacted by opioids to understand their needs. She also worked with the prevention team at CCPH to create a prevention intervention focused on that group of people. The intervention created through this process was the basis for a recent federal SAMHSA grant application written by CCPH that could award $425,000 a year for 5 years for substance use prevention in Cumberland County.

Plans for Future Spending:

CCPH plans to continue funding coordination efforts by paying for at least half of the salary of the Behavioral Public Health Manager, Brandon Irwin. We also have a plan to fund to a prevention pilot focused on middle school age young people who are in communities and families most impacted by opioids.

We will continue assessing funding needs for innovative interventions. We may also use funds for medication for addiction treatment for people with a substance use disorder in the Cumberland County jail and for recovery housing for people at highest risk for overdose death or involvement in the criminal legal system as needed.

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-073 **Agenda Date:** 7/20/2026

Agenda Item Request

Approval of the Sheriff's Office Commissions from June 1, 2026 to June 30, 2026

Background and Purpose of Request

Approval of the attached Sheriff's Office commissions from June 1, 2026 to June 30, 2026.

Requestor

Sheriff Kevin Joyce, Sheriff's Office

Presentation

No

Funding Amount and Source

N/A

Effective Date if Applicable

N/A

CUMBERLAND COUNTY SHERIFF'S OFFICE

- Kevin J. Joyce
  SHERIFF
- Brian R. Pellerin
  CHIEF DEPUTY

36 County Way, Portland, Maine 04102 phone (207)774-1444 – fax (207)828-2373

TO: **CUMBERLAND COUNTY COMMISSIONERS**

FROM: **SHERIFF KEVIN JOYCE** KJJ

DATE: **JULY 7TH, 2026**

SUBJECT: **SHERIFF'S OFFICE COMMISSIONS JUNE 1ST, 2026 – JUNE 30TH, 2026**

Agency	Officer
CCSO	Michael Archibald James Bradbury Richard Bradway Nathaniel Brindley Thomas Curry Danielle Demers Andrew Feeney Andrew Hanna Anthony Hovey Kerry Joyce Todd McGee Tyler Monsees Vitoria Rocha Matthew Stoll Danielle Welch
Falmouth PD	Caden Royal
South Portland PD	Eric Young
Westbrook PD	Charlie Mixer-Bailey Merrit Webster Patrick Westberry
Windham PD	Tracy Bradway

	Benjamin Caron **James Cook** **Seth Fournier** **Eugene Gallant** **Robert Hunt** **Devyn Rogers** **Jeffrey Ruth** **Brady Thayer** **Ray Williams**
Yarmouth PD	**Dany McLaughlin**

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-074 **Agenda Date:** 7/20/2026 **Agenda #:**

Agenda Item Request

Approve the agreement for Law Enforcement Services by and between Cumberland County, The Cumberland County Sheriff, and the Inhabitants of the Town of Long Island from July 01, 2026 to September 6, 2026.

Background and Purpose of Request

The town of Long Island would receive forty-hours (40) of Law Enforcement service from the Sheriff's Office starting July 01, 2026 and ending on September 6, 2026.

Requestor

Kerry Joyce, Patrol Division

Presentation

No

Funding Amount and Source

$34,472.51

Effective Date if Applicable

July 1, 2026 to September 6, 2026

Maine
Cumberland County

POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	6/15/26
SUBJECT:	Sheriff Law Enforcement Contract Long Island

Requested Action:

Approve the $34,472.51 Summer Police Service contract with the town of Long Island.

Background & Purpose of Request:

The town of Long Island would receive forty-hours (40) of Law Enforcement service from the Sheriff's Office starting July 01, 2026 and ending on September 6, 2026.

Funding Amount and Source:

Credit received.

Attachments: (Please list out any Attachments you're including):

- Long Island Contract for Summer LE Services

Result: On this date_____, the Cumberland County Board of Commissioners, by vote of _____,_____ the above request.

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

LONG ISLAND – PATROL

07/01/2026 to 09/06/2026

AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN CUMBERLAND COUNTY, THE CUMBERLAND COUNTY SHERIFF, AND THE INHABITANTS OF THE TOWN OF LONG ISLAND

*This Contract, effective **July 1, 2026**, is made by and between the Inhabitants of the Town of Long Island, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), the County of Cumberland, Maine (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a County Officer elected per the Constitution of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the town limits of Long Island, 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 Cumberland County Sheriff serves as the chief law enforcement officer of the County pursuant to Maine law, responsible for the appointment of deputies and directing the sheriff's department; and

WHEREAS, pursuant to 30-A M.R.S.A. § 452, the County Commissioners, with the Sheriff's agreement, may enter into a contract with a municipality to provide patrol services by the sheriff's department; and

WHEREAS, the County Commissioners, pursuant to 30-A M.R.S.A. § 107, desire to enter into a contract with the TOWN to provide professional law enforcement services to the TOWN; and

WHEREAS, the TOWN is desirous of obtaining law enforcement services through the COUNTY and entering into a contract for such services upon the terms and conditions hereinafter set forth.

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 who shall perform the duties and responsibilities as set forth in Article 2 of this Contract.

B. Law Enforcement Patrol Services or Services as referred to in this Contract shall include all those duties and functions of the type coming within the jurisdiction of, and customarily provided by, municipal police departments within the state of Maine.

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

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 COUNTY, through 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, or his designee, shall assign deputy sheriffs and other personnel necessary to provide the level of professional law enforcement services consistent with this Contract as 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 at all times provide to the Town the equivalent of **One (1)** full time deputy sheriffs all of whom are certified law enforcement officers by the Maine Criminal Justice Academy.

2. All vacant shifts will be filled by the SHERIFF or his designee.

C. While contracted to provide law enforcement services, deputy sheriffs will

enforce TOWN ordinances and State statutes. Performance of all duties of deputy sheriffs shall be in accordance with Cumberland County Sheriff's Office General Orders.

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

a. Traffic Crash Investigations/Reconstruction;

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

b. Prisoner and Jail Services;

c. Records Retention;

d. Civil Service Officers;

e. Patrol and Detection Canine Support;

f. Emergency Services Unit (ESU);

g. Law Enforcement Training Section;

h. Task Force Personnel;

i. Crime Prevention;

j. Police Service Activities and Volunteers;

k. Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victims);

l. Dive Team;

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

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

E. All deputies assigned to the TOWN shall remain within the municipal boundaries during the regularly assigned patrol shift, unless otherwise necessary to perform their official duties.

F. 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 to that of a police department assisting under a mutual aid agreement.

G. Vehicles, Supplies, Equipment and Office Furniture:

1. The COUNTY shall provide marked patrol units for performance of the services under this Contract. Each marked patrol unit shall prominently display on

the exterior the indicia of both the Cumberland County Sheriff's Office and the Town of Long Island. All other vehicular markings, decals, bumper stickers, slogans, etc. are expressly prohibited without approval from the TOWN. 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 COUNTY agrees to maintain vehicles assigned to the TOWN under this Contract consistent with the manufacturer's recommended maintenance schedule. The COUNTY shall utilize any list maintained by the TOWN for requisition of all wrecker services.

3. The COUNTY shall provide the TOWN, no later than **February 1 of each year**, with a contract cost proposal for the 12-month period beginning the following date agreed upon.

4. The deputies assigned to the TOWN shall be authorized to store their county-owned vehicles at private residences during off-duty hours at the sole discretion of the COUNTY, so long as the policy applies to all deputies. In the event that this authority is revoked by the COUNTY, all county-owned vehicles shall be stored at a single county-owned facility.

5. The COUNTY shall provide necessary office supplies and office furniture for use by contract deputies in order 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.

2.2 Administrative Responsibilities.

A. The deputy sheriffs assigned per this Contract 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 SHERIFF or his designee shall notify the Town Administrator 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.

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

Report	Date
• schedule for deputies assigned to Long Island	as prepared
• monthly categorical summary of calls for service	15th of following month
• monthly summary of moving traffic stops With distinction between warnings and summons	15th of following month
• copies of all operational policies and procedures	within 15 days of approval by the Sheriff
• *copies of approved collective bargaining agreements which pertain to deputies assigned to Long Island*	*within 15 days of final ratification by all parties*
• summary of pending criminal cases to include each case's status in the judicial system	when retrievable by computer

E. The SHERIFF or his designee shall attend meetings of the Town's Select Board and other Town meetings as requested by the TOWN and community meetings and meetings with the Town staff which involve issues of mutual concern. Additionally, when requested by the Town Administrator, the SHERIFF or his designee shall provide advice or consent on law enforcement issues and attend other meetings.

F. The SHERIFF shall consult with the TOWN a minimum of fourteen (14) days prior to permanent assignment of any deputy to the TOWN or permanent re-assignment of any deputy out of Long 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 only 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 the deputy.

H. When appropriate and only as provided by law, the SHERIFF shall provide the TOWN with written responses to citizen inquiries and complaints directed towards the

Cumberland County Sheriff's Office. All responses shall be under the Sheriff's signature and provided within sixty (60) days of filing.

2.3 Processing of Evidence.

A. Evidence collected during the performance of law enforcement activities 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 COUNTY, through 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, including but not limited to 30-A M.R.S. § 3009-A, as amended, 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 a sworn officer 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 added after publication.

ARTICLE 4 – TOWN OF LONG ISLAND RESPONSIBILITIES

4.1 Office Space.

A. As partial consideration for this Contract, the TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control, alarm services, and janitorial services, the Town-owned or leased 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 all Town ordinances that the SHERIFF and its deputies are empowered to enforce under this Contract and pursuant to 30-A M.R.S. § 3009-A, as amended.

ARTICLE 5 – COSTS

5.1 The total amount due for all law enforcement services for subsequent years shall be based upon the proposal submitted by the Sheriff during the TOWN's budget process to be approved by the Town Selectmen. The total amount due for all services beginning **July 1, 2026**, through **September 06, 2026**, shall be

> ***Thirty-four thousand, Four hundred seventy-two dollars and fifty-one cents, ($34,472.51) and spread over a 12-month period for costs incurred by the COUNTY as described in this Contract.***

5.2 The TOWN shall make payment in twelve (12) equal monthly installments. The first installment shall be due **July 1, 2026**; 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. Except with respect to the enforcement of municipal ordinances, as authorized under this Contract, deputy sheriffs shall not be authorized to act on behalf of, or otherwise bind, the TOWN.

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 the judgment of the SHERIFF, additional temporary law enforcement personnel are available during the term of this Contract, the COUNTY agrees to provide the TOWN with such additional personnel as the TOWN may request, provided that, within a reasonable time in advance of employment, the TOWN furnishes the COUNTY 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 Administrator or her designee may, upon reasonable notice to the COUNTY, examine the existing COUNTY and SHERIFF records relating to the services provided pursuant to the terms of this Contract. Said records shall be maintained by the COUNTY in accordance with all applicable laws and regulations.

ARTICLE 9 - STANDARD OF PERFORMANCE

9.1 The TOWN and the COUNTY 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 COUNTY shall make the final determination on said issues. The COUNTY 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 the 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 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 (10) 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 (10) days of receipt of said demand for arbitration and must give notice of its decision to the other party within the 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 COUNTY'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 COUNTY'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 from any and all liability, loss, or damage that the COUNTY 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 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 nor the COUNTY waive any defenses the parties may have under the Maine Tort Claims Act, 14 M.R.S. § 8101, et seq., as may be amended.

ARTICLE 12 – TERM

12.1 This Contract shall remain in full force and effect commencing **July 1, 2026, and ending September 06, 2026**, 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 SHERIFF and 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 COUNTY and subsequent appropriation of the funds required and 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 (90) day written notice, and the TOWN shall remain responsible for all monthly payments (as may be prorated as necessary) due and payable under Article 5 of this Contract up to the effective date of termination. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the Town Administrator. In the event, the Town's Select Board establishes a police department the COUNTY and the TOWN agree there will be no lapse in law enforcement services.

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 COUNTY 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 any equipment, fixtures, and furnishings furnished by the COUNTY 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 County Manager, as authorized by the 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 on behalf of the COUNTY 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 Chair of the Long Island Select Board, by his/her execution hereof, does represent to the COUNTY and SHERIFF that he/she has full power and authority to make and execute this Contract on behalf of the TOWN.

16.4 The portions of this Contract are severable. To the extent any portion of this contract is deemed to be illegal or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Contract shall continue in full force and effect.

ARTICLE 17 – COMMUNICATIONS

17.1 All communications supporting law enforcement and detention operations will be provided by the CCRCC (Cumberland County Regional Communication Center).

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.

ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

19.1 ***Vehicle:*** The contracting town agrees to replace all cruisers on a four year cycle or at one hundred twenty thousand accumulated miles. The mileage will be estimated at the expiration date of the contract (i.e. vehicle has 115,000 miles at the maturity date of the contract and it is expected that the cruiser will accumulate additional mileage well beyond the 120,000 miles based on previous

use, the town agrees to replace the vehicle). Exceptions to the agreement would be as follows: if the vehicle has sustained an excessive unsafe amount of damage which would bring the vehicles safety and the safety of the operator into question or if the need for vehicle replacement occurs within ninety (90) days of the end of the term of this Contract where either party has provided notice to terminate under Article 13. This would include, but is not limited to, mechanical, body or frame defects or damage to the vehicle that would cause the vehicle to be deemed unsafe to use as an emergency vehicle. This would be subject to a written formal opinion from a Certified Mechanic or Certified Auto Body Technician. If, in the opinion of one or both of these experts, the vehicle is deemed to be unsafe for use as an emergency vehicle, then the vehicle or equipment would be required to be replaced by the contracting town before the afore mentioned year and mileage parameters are met. The contracting town would agree to absorb the cost associated with the replacement of the vehicle and any additional damaged equipment at the time that the vehicle or equipment has been determined to be damaged or unsafe.

Vehicle Equipment: The contracting town agrees to purchase the entire required and necessary emergency and enforcement related equipment associated with the emergency vehicle. The town agrees to replace any equipment that is in need of upgrading due to the equipment being damaged or outdated.

List of required equipment:

- All emergency lighting, siren and related equipment
- Interior protective cage/screens
- Laptop computer and stand
- Scanner
- Printer
- Emergency radios (Mobile and Portable)
- Push bumper/ guard
- Radar
- Ar-15 Rifle
- 12 gauge Shotgun
- Rifle and shotgun securing mounts
- First aid kit
- Dash camera (optional)
- Pursuit Spike Mat
- Self inflating life vest
- Body Worn Camera (BWC)

IN WITNESS WHEREOF, the INHABITANTS OF THE TOWN OF Long Island, by order duly adopted by its Select Board has caused this Contract to be signed by the Chair of its Select Board and Cumberland County, Maine, by order of the County Commissioners, has caused this Contract to be subscribed by the County Manager, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: _____

COUNTY MANAGER
JAMES H. GAILEY

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: _____

SHERIFF
KEVIN J. JOYCE

DATE: 6/16/26

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

INHABITANTS OF THE
TOWN OF LONG ISLAND

BY: _____
Town Manager

DATE: 6/11/26

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-075 **Agenda Date:** 7/20/2026 **Agenda #:**

Agenda Item Request

Approve the agreement for Law Enforcement Services by and between the Cumberland County Sheriff's Office, Board of County Commissioners and Maine School District 6 from August 2026 to June 2027.

Background and Purpose of Request

SAD #6 would receive forty-hours (40) of School Resource Law Enforcement service from the Sheriff's Office starting August, 2026 and ending in June, 2027 for a total of 177 days.

Requestor

Kerry Joyce, Patrol Division

Presentation

No

Funding Amount and Source

$121,585.96

Effective Date if Applicable

August 2026 ending June 2027 for a total of 177 days.

Maine
Cumberland County

POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	6/15/26
SUBJECT:	Sheriff Law Enforcement School Resource Deputy for SAD #6

Requested Action:

Approve the $121,585.96 for School Resource Deputy Law Enforcement Services for School Administrative District #6.

Background & Purpose of Request:

SAD #6 would receive forty-hours (40) of School Resource Law Enforcement service from the Sheriff's Office starting August, 2026 and ending in June, 2027 for a total of 177 days.

Funding Amount and Source:

Credit received.

Attachments: (Please list out any Attachments you're including):

- SAD #6 School Resource Deputy Contract for LE Services

Result: On this date_____, the Cumberland County Board of Commissioners, by vote of _____,_____ the above request.

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

SAD#6

August 2026 to June 2027 (177 days)

AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN THE CUMBERLAND COUNTY SHERIFF'S OFFICE, BOARD OF COUNTY COMMISSIONERS AND MAINE SCHOOL DISTRICT 6

This Contract, effective **August 2026**, is made by and between MSAD 6, a school district in the State of Maine located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "SCHOOL"), 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 SCHOOL limits of Standish, Cumberland County, Maine.

W I T N E S S E T H:

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

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

WHEREAS, the SCHOOL 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 for eight (8) hours, five (5) days a week.

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 SCHOOL, 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 SCHOOL 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 SCHOOL 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 SCHOOL Ordinances that are applicable within the SCHOOL, 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 SCHOOL, at no additional cost to the SCHOOL, 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.

Safe School Environment:

- Work collaboratively with the Bonny Eagle High School administration to investigate incidences of school violence, bullying/harassment, drugs/alcohol violations, bomb threats, theft and vandalism.
- Coordinate canine searches.
- Monitor the parking lot during school arrival and dismissal.
- Assist the administrators in supporting school parking rules.
- Maintain a presence in the hallways during crowded times.
- Assist with the supervision in the cafeteria during lunches when available.
- Provide assistance in criminal situations (bomb threats, fights, drug possession) at The Learning Center, Bonny Eagle Middle School, and Sebago Alliance. The following protocol will be followed:
    - The TLC director, BEMS principal, will first call their local law enforcement agency (e.g. Buxton).
    - The next call will be to the BEHS principal and the SRO.
    - If the principal determines that the SRO is available, the SRO will coordinate services with the law enforcement agency that was contacted.
- Maintain reports of school incidences of violence, bullying/harassment, drugs/alcohol violations, bomb threats, and theft and vandalism.
- Visit the other schools in MSAD 6 at least once a month. Establish a connection with the principals in those buildings and communicate guidelines and services available.

Truancy Prevention:

- Pick up students who are leaving school grounds without permission and bring them back to school.
- Support the attendance coordinator with the habitually truant students by making occasional home visits.

Education and Community Relations:

- Build positive relationships with the students at BEHS.
- Visit classrooms and make presentations.
- Visit other MSAD 6 schools and respond to requests when feasible.

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

G. In the event of an emergency response call and/or an exigent circumstance arises; deputies assigned to the SCHOOL 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 marked patrol units. Each marked patrol unit shall prominently display on the exterior the indicia of both the Cumberland County Sheriff's Office. The SCHOOL agrees that all requests made by the deputies to the SCHOOL 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 SCHOOL vehicles per the manufacturer's recommended maintenance schedule.

3. The COUNTY shall provide the SCHOOL, no later than **February 1st** of the year, with a contract cost proposal for the 12-month period beginning July 1st of the year.

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

5. Any supplies and office furniture furnished or purchased by the SCHOOL shall remain the property of the SCHOOL.

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

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

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 SCHOOL Administrator in a timely manner of any major/significant crimes or incidents, unusual occurrences, or emergencies that occur within the SCHOOL.

C. The Chief Deputy and/or his/her designee shall attend SCHOOL Meetings as requested by the SCHOOL and community meetings and meetings with the SCHOOL staff which involve issues of mutual concern. Additionally, when requested by the SCHOOL Administrator, the Chief

Deputy and/or his/her designee shall provide advice or consent on law enforcement issues and attend other meetings.

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

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

F. 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.

G. When appropriate, the SHERIFF shall provide the SCHOOL 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.

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 SCHOOL does hereby vest in each deputy sheriff, to the extent allowed by law, enforcement powers of the SCHOOL 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 SCHOOL 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 SCHOOL a copy of the Cumberland County Sheriff's Office General Orders, including any updates and amendments regarding policies of interest to the SCHOOL.

ARTICLE 4 – SAD 6 RESPONSIBILITIES

4.1 Office Space.

A. Future space planning shall be coordinated with the COUNTY and the SCHOOL.

4.2 SCHOOL's Ordinances.

A. The SCHOOL shall provide to the SHERIFF two (2) copies of the SCHOOL 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 SCHOOL's budget process to be approved by the School Board. The total amount due for all services beginning **August, 2026 for 177 days shall be One-Hundred and twenty-one thousand, five hundred eighty-five dollars and ninety-six cents ($121,585.96)** (dollar amount of financial consideration for Sheriff's services) spread over a 9-month period for costs incurred by the COUNTY as described in Attachment A of this Contract.

5.2 The SCHOOL shall make payment in equal installments on a monthly basis. The first installment shall be due **September 1, 2026**; 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 SCHOOL shall be employee(s) of the COUNTY and not those of the SCHOOL, 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 SCHOOL with such additional personnel as the SCHOOL may request, provided that the SCHOOL 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 SCHOOL Administrator or her 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 SCHOOL 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 SCHOOL. 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 SCHOOL appointed by the board, 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 SCHOOL from any and all liability, loss, or damage that the SCHOOL 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 SCHOOL 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 SCHOOL 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 SCHOOL's performance or failure to perform any of the obligations set forth in this Contract. The SCHOOL further agrees to defend any claims brought or actions filed against the COUNTY and SHERIFF with respect to the SCHOOL's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

11.3 Neither the SCHOOL, 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 om the date specified by MSAD6 for a period of 177 days 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 SCHOOL.

ARTICLE 13 – TERMINATION

13.1 The SCHOOL 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 Town of Standish establishes a police agency and takes over the contract; the SHERIFF and the SCHOOL 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 SCHOOL 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 SCHOOL 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 SCHOOL pursuant to the terms hereof.

15.2 In the event of termination or upon expiration of this Contract, the SCHOOL 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 SCHOOL 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 SCHOOL 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 SCHOOL 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 SCHOOL.

16.4 Nothing herein contained is any way contrary to or in contravention of the SCHOOL 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.

ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

Vehicle: Not Applicable to this agreement

IN WITNESS WHEREOF, the SCHOOL of SAD#6, by order duly adopted by its SCHOOL Board has caused this Contract to be signed by the SCHOOL Board and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the Chairperson of said Board or Council and the seal of said Board or Council to be affixed thereto and attested by the Clerk of said Board or Council, 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: 6/16/26

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: SCHOOL REPRESENTATIVE

BY: _____

DATE: 6/11/2026

ATTEST: _____
COUNTY MANAGER/CLERK

DATE: _____

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-076 **Agenda Date:** 7/20/2026 **Agenda #:**

Agenda Item Request

Approve the agreement for Law Enforcement Services by and between Cumberland County, The Cumberland County Sheriff, and the inhabitants of the Town of Harrison from July 1, 2026 to June 30, 2027.

Background and Purpose of Request

The town of Harrison would receive Law Enforcement service from the Sheriff's Office starting July 1, 2026 and ending June 30, 2027.

Requestor

Kerry Joyce, Patrol Division

Presentation

No

Funding Amount and Source

$385,659.29

Effective Date if Applicable

July 1, 2026 through June 30, 2027

Maine
Cumberland County

POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	6/30/2026
SUBJECT:	Sheriff Law Enforcement Harrison Contract

Requested Action:

Approve the $385,659.29 Police Service contract with the town of HARRISON.

Returned from the town 06-25-26.

Background & Purpose of Request:

The town of Harrison would receive Law Enforcement service from the Sheriff's Office starting July 1, 2026 and ending on June 30, 2027.

Funding Amount and Source:

Credit received.

Attachments: (Please list out any Attachments you're including):

- Harrison Law Enforcement Contract

Result: On this date_____, the Cumberland County Board of Commissioners, by vote of _____,_____ the above request.

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

HARRISON – PATROL

07/01/2026 to 06/30/2027

AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN CUMBERLAND COUNTY, THE CUMBERLAND COUNTY SHERIFF, AND THE INHABITANTS OF THE TOWN OF Harrison

*This Contract, effective the first day of **July 2026**, is made by and between the Inhabitants of the Town of Harrison, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), the County of Cumberland, Maine (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a County Officer elected per the Constitution of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the town limits of Harrison, 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 Cumberland County Sheriff serves as the chief law enforcement officer of the County pursuant to Maine law, responsible for the appointment of deputies and directing the sheriff's department; and

WHEREAS, pursuant to 30-A M.R.S.A. § 452, the County Commissioners, with the Sheriff's agreement, may enter into a contract with a municipality to provide patrol services by the sheriff's department; and

WHEREAS, the County Commissioners, pursuant to 30-A M.R.S.A. § 107, desire to enter into a contract with the TOWN to provide professional law enforcement services to the TOWN; and

WHEREAS, the TOWN is desirous of obtaining law enforcement services through the COUNTY and entering into a contract for such services upon the terms and conditions hereinafter set forth.

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 who shall perform the duties and responsibilities as set forth in Article 2 of this Contract.

B. Law Enforcement Patrol Services or Services as referred to in this Contract shall include all those duties and functions of the type coming within the jurisdiction of, and customarily provided by, municipal police departments within the state of Maine.

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

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 COUNTY, through 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, or his designee, shall assign deputy sheriffs and other personnel necessary to provide the level of professional law enforcement services consistent with this Contract as 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 at all times provide to the Town the equivalent of **Two (2)** full time deputy sheriffs all of whom are certified law enforcement officers by the Maine Criminal Justice Academy.

2. **NO** vacant shifts will be filled by the SHERIFF or his designee. As agreed

upon!

C. While contracted to provide law enforcement services, deputy sheriffs will enforce TOWN ordinances and State statutes. Performance of all duties of deputy sheriffs shall be in accordance with Cumberland County Sheriff's Office General Orders.

D. When necessary, the COUNTY, through the SHERIFF, shall additionally provide to the TOWN, at no additional cost, 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. Police Service Activities and Volunteers;

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

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.

E. All deputies assigned to the TOWN shall remain within the municipal boundaries during the regularly assigned patrol shift, unless otherwise necessary to perform their official duties.

F. 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 to that of a police department assisting under a mutual aid agreement.

G. Vehicles, Supplies, Equipment and Office Furniture:

1. The COUNTY shall provide marked patrol units for performance of the services under this Contract. Each marked patrol unit shall prominently display on the exterior the indicia of both the Cumberland County Sheriff's Office and the Town of Harrison. All other vehicular markings, decals, bumper stickers, slogans, etc. are expressly prohibited without approval from the TOWN. 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 COUNTY agrees to maintain vehicles assigned to the TOWN under this Contract consistent with the manufacturer's recommended maintenance schedule. The COUNTY shall utilize any list maintained by the TOWN for requisition of all wrecker services.

3. The COUNTY shall provide the TOWN, no later than **February 1 of each year**, with a contract cost proposal for the 12-month period beginning the following July 1.

4. The deputies assigned to the TOWN shall be authorized to store their county-owned vehicles at private residences during off-duty hours at the sole discretion of the COUNTY, so long as the policy applies to all deputies. In the event that this authority is revoked by the COUNTY, all county-owned vehicles shall be stored at a single county-owned facility.

5. The COUNTY shall provide necessary office supplies and office furniture for use by contract deputies in order 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.

2.2 Administrative Responsibilities.

A. The deputy sheriffs assigned per this Contract 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 SHERIFF or his designee shall notify the Town Administrator 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.

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

Report	**Date**
• schedule for deputies assigned to Harrison	as prepared
• monthly categorical summary of calls for service	15th of following month
• monthly summary of moving traffic stops With distinction between warnings and summons	15th of following month
• copies of all operational policies and procedures	within 15 days of approval by the Sheriff
• *copies of approved collective bargaining agreements which pertain to deputies assigned to Harrison*	*within 15 days of final ratification by all parties*
• summary of pending criminal cases to include each case's status in the judicial system	when retrievable by computer

E. The SHERIFF or his designee shall attend meetings of the Town's Select Board and other Town meetings as requested by the TOWN and community meetings and meetings with the Town staff which involve issues of mutual concern. Additionally, when requested by the Town Administrator, the SHERIFF or his designee shall provide advice or consent on law enforcement issues and attend other meetings.

F. The SHERIFF shall consult with the TOWN a minimum of fourteen (14) days prior to permanent assignment of any deputy to the TOWN or permanent re-assignment of any deputy out of Harrison. "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 only 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 the deputy.

H. When appropriate and only as provided by law, the SHERIFF shall provide the

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

2.3 Processing of Evidence.

A. Evidence collected during the performance of law enforcement activities 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 COUNTY, through 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, including but not limited to 30-A M.R.S. § 3009-A, as amended, 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 a sworn officer 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 added after publication.

ARTICLE 4 – TOWN OF Harrison RESPONSIBILITIES

4.1 Office Space.

A. As partial consideration for this Contract, the TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control, alarm services, and janitorial services, the Town-owned or leased 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 all Town ordinances that the SHERIFF and its deputies are empowered to enforce under this Contract and pursuant to 30-A M.R.S. § 3009-A, as amended.

ARTICLE 5 – COSTS

5.1 The total amount due for all law enforcement services for subsequent years shall be based upon the proposal submitted by the Sheriff during the TOWN's budget process to be approved by the Town Selectmen. The total amount due for all services beginning **July 1, 2026**, through **June 30, 2027**, shall be

> ***Three hundred eighty-five thousand, six hundred fifty-nine dollars and twenty-nine cents, ($385,659.29) and spread over a 12-month period for costs incurred by the COUNTY as described in this Contract.***

5.2 The TOWN shall make payment in twelve (12) equal monthly installments. The first installment shall be due **July 1, 2026**; 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. Except with respect to the enforcement of municipal ordinances, as authorized under this Contract, deputy sheriffs shall not be authorized to act on behalf of, or otherwise bind, the TOWN.

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 the judgment of the SHERIFF, additional temporary law enforcement personnel are available during the term of this Contract, the COUNTY agrees to provide the TOWN with such additional personnel as the TOWN may request, provided that, within a reasonable time in advance of employment, the TOWN furnishes the COUNTY 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 Administrator or her designee may, upon reasonable notice to the COUNTY, examine the existing COUNTY and SHERIFF records relating to the services provided pursuant to the terms of this Contract. Said records shall be maintained by the COUNTY in accordance with all applicable laws and regulations.

ARTICLE 9 - STANDARD OF PERFORMANCE

9.1 The TOWN and the COUNTY 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 COUNTY shall make the final determination on said issues. The COUNTY 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 the 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 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 (10) 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 (10) days of receipt of said demand for arbitration and must give notice of its decision to the other party within the 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 COUNTY'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 COUNTY'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 from any and all liability, loss, or damage that the COUNTY 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 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 nor the COUNTY waive any defenses the parties may have under the Maine Tort Claims Act, 14 M.R.S. § 8101, et seq., as may be amended.

ARTICLE 12 – TERM

12.1 This Contract shall remain in full force and effect commencing **July 1, 2026, and ending June 30, 2027**, 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 SHERIFF and 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 COUNTY and subsequent appropriation of the funds required and 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 (90) day written notice, and the TOWN shall remain responsible for all monthly payments (as may be prorated as necessary) due and payable under Article 5 of this Contract up to the effective date of termination. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the Town Administrator. In the event, the Town's Select Board establishes a police department the COUNTY and the TOWN agree there will be no lapse in law enforcement services.

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 COUNTY 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 any equipment, fixtures, and furnishings furnished by the COUNTY 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 County Manager, as authorized by the 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 on behalf of the COUNTY 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 Chair of the Harrison Select Board, by his/her execution hereof, does represent to the COUNTY and SHERIFF that he/she has full power and authority to make and execute this Contract on behalf of the TOWN.

16.4 The portions of this Contract are severable. To the extent any portion of this contract is deemed to be illegal or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Contract shall continue in full force and effect.

ARTICLE 17 – COMMUNICATIONS

17.1 All communications supporting law enforcement and detention operations will be provided by the CCRCC (Cumberland County Regional Communication Center).

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.

ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

19.1 ***Vehicle:*** The contracting town agrees to replace all cruisers on a four year cycle or at one hundred twenty thousand accumulated miles. The mileage will be estimated at the expiration date of the contract (i.e. vehicle has 115,000 miles at the maturity date of the contract and it is expected that the cruiser will accumulate additional mileage well beyond the 120,000 miles based on previous use, the town agrees to replace the vehicle). Exceptions to the agreement would be as follows: if the vehicle has sustained an excessive unsafe amount of damage

which would bring the vehicles safety and the safety of the operator into question or if the need for vehicle replacement occurs within ninety (90) days of the end of the term of this Contract where either party has provided notice to terminate under Article 13. This would include, but is not limited to, mechanical, body or frame defects or damage to the vehicle that would cause the vehicle to be deemed unsafe to use as an emergency vehicle. This would be subject to a written formal opinion from a Certified Mechanic or Certified Auto Body Technician. If, in the opinion of one or both of these experts, the vehicle is deemed to be unsafe for use as an emergency vehicle, then the vehicle or equipment would be required to be replaced by the contracting town before the afore mentioned year and mileage parameters are met. The contracting town would agree to absorb the cost associated with the replacement of the vehicle and any additional damaged equipment at the time that the vehicle or equipment has been determined to be damaged or unsafe.

Vehicle Equipment: The contracting town agrees to purchase the entire required and necessary emergency and enforcement related equipment associated with the emergency vehicle. The town agrees to replace any equipment that is in need of upgrading due to the equipment being damaged or outdated.

List of required equipment:

- All emergency lighting, siren and related equipment
- Interior protective cage/screens
- Laptop computer and stand
- Scanner
- Printer
- Emergency radios (Mobile and Portable)
- Push bumper/ guard
- Radar
- Ar-15 Rifle
- 12 gauge Shotgun
- Rifle and shotgun securing mounts
- First aid kit
- Dash camera (optional)
- Pursuit Spike Mat
- Self inflating life vest
- Body Worn Camera (BWC)

IN WITNESS WHEREOF, the INHABITANTS OF THE TOWN OF Harrison, by order duly adopted by its Select Board has caused this Contract to be signed by the Chair of its Select Board and Cumberland County, Maine, by order of the County Commissioners, has caused this Contract to be subscribed by the County Manager, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: _____

COUNTY MANAGER
JAMES H. GAILEY

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: _____

SHERIFF
KEVIN J. JOYCE

DATE: 6/30/26

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

INHABITANTS OF THE
TOWN OF HARRISON

BY: _____
Town Manager

DATE: 6/25/26

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-077 **Agenda Date:** 7/20/2026 **Agenda #:**

Agenda Item Request

Approve the agreement for law enforcement services by and between the Cumberland County Sheriff's Office, Board of County Commissioners and Maine School District 15 and the Town of Gray July 1, 2026 and ending June 30, 2027.

Background and Purpose of Request

SAD#15 would receive forty-hours (40) of School Resource Law Enforcement service and Gray Summer Law Enforcement from the Sheriff's Office starting July 1, 2026 and ending June 30, 2027

Requestor

Kerry Joyce, Patrol Division

Presentation

No

Funding Amount and Source

$170,300.61

Effective Date if Applicable

Beginning July 1, 2026 and ending June 30, 2027

Maine
Cumberland County

POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	06-30-26
SUBJECT:	Sheriff Law Enforcement School Resource Deputy for SAD #15 Gray/New Gloucester and Gray Contract (summer)

Requested Action:

Approve the $170,300.61 for School Resource/Gray contract (summer) Deputy Law Enforcement Services for School Administrative District #15 Gray/New Gloucester.

Background & Purpose of Request:

SAD #15 would receive forty-hours (40) of School Resource Law Enforcement service and Gray Summer Law Enforcement from the Sheriff's Office starting July 1, 2026 and ending in June 30, 2027.

Funding Amount and Source:

Credit received.

Attachments: (Please list out any Attachments you're including):

- SAD #15 School Resource Deputy/ Gray Contract (summer) for LE Services.

Result: On this date_____, the Cumberland County Board of Commissioners, by vote of _____,_____ the above request.

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

MSAD#15 AND TOWN OF GRAY

July 1, 2026 to June 30, 2027

AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN THE CUMBERLAND COUNTY SHERIFF'S OFFICE, BOARD OF COUNTY COMMISSIONERS AND MAINE SCHOOL DISTRICT 15 AND THE TOWN OF GRAY

This Contract, effective the first day of **July 2026**, is made by and between MSAD 15, a school district in the State of Maine located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "SCHOOL"), the Town of Gray (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 SCHOOL limits of Gray, Cumberland County, Maine.

W I T N E S S E T H:

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

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

WHEREAS, the SCHOOL/TOWN are 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. Administrator shall mean the designees specified by order or action of both the governing bodies of the SCHOOL and the TOWN as the official points of contact concerning this contract (with the authority to execute the same) and all matters to which it pertains except those matters specifically not designated elsewhere in this contract as belonging to the governing bodies directly.

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

D. Service shall mean comprehensive law enforcement services (as defined in Article 2 of this Contract) provided for 8 (eight) hours, five (5) days a week, while working a week scheduled as the School Resource Deputy (SRD) for the SCHOOL and ten (10) hours, while working four (4) days a week scheduled as the Patrol Deputy for the TOWN.

E. The calendar of days' schedule intended for the deputy sheriff under this contract to help determine whether the deputy sheriff will be on duty as the SRD for the SCHOOL or the Patrol Deputy for the TOWN must be submitted to the SHERIFF for approval by the SCHOOL/TOWN no later than 30 days before the effective date of this contract.

F. 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 SCHOOL/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 SCHOOL/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 SCHOOL/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 school/patrol vacant shifts will be filled but the assigned SRO will follow the School Year Schedule and their days off.

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 SCHOOL/TOWN Rules/Ordinances that are applicable within the SCHOOL/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 SCHOOL/TOWN, at no additional cost to the SCHOOL/TOWN, the following expertise and services:

1. Traffic Crash Investigations/Reconstruction;
2. Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations, and Collection of Evidence);
3. Prisoner and Jail Services;
4. Records Retention;
5. Civil Service Officers;
6. Patrol and Detection Canine Support;
7. Emergency Services Unit (ESU);
8. Law Enforcement Training Section;
9. Task Force Personnel;
10. Crime Prevention;
11. Police Service Activities and Volunteers;
12. Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victims);
13. Dive Team;
14. Administrative Investigations (Internal Affairs) for the Cumberland County Sheriff's Office;
15. Any other such units or services as the Cumberland County Sheriff's Office may provide normally.

F. The deputy sheriff shall perform/provide the following duties and responsibilities while working as the SRD for the SCHOOL:

Safe School Environment:

- Work collaboratively with the SCHOOL's Administrator's to investigate incidences of school violence, bullying/harassment, drugs/alcohol violations, bomb threats, theft and vandalism.
- Coordinate canine searches.
- Monitor the parking lot during school arrival and dismissal.
- Assist the SCHOOL's Administrator's in supporting school parking rules.
- Maintain a presence in the hallways during crowded times.
- Assist with the supervision in the cafeteria during lunches when available.

- Provide assistance in criminal situations (bomb threats, fights, drug possession) at Memorial School, Dunn School, Gray-New Gloucester Middle School, Russell School, Gray-New Gloucester High School (GNGHS), and the MSAD 15 Superintendent's Office.
- Maintain reports of school incidences of violence, bullying/harassment, drugs/alcohol violations, bomb threats, and theft and vandalism.
- Visit all schools in MSAD 15 at least once a month. Establish a connection with the principals in those buildings and communicate guidelines and services available.

Truancy Prevention/Enforcement:

- Pick up students who are leaving school grounds without permission and bring them back to school.
- Support the attendance coordinator with the habitually truant students by making occasional home visits.

Education and Community Relations:

- Build positive relationships with the students at GNGHS.
- Visit classrooms and make presentations.
- Visit other MSAD 15 schools and respond to requests when feasible.

G. All deputies assigned to the SCHOOL/TOWN shall remain within the SCHOOL/TOWN during regular assigned patrol shifts.

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

I. Vehicles, Supplies, Equipment and Office Furniture:

1. The COUNTY shall provide a marked patrol unit. Each marked patrol unit shall prominently display on its exterior the indicia of the Cumberland County Sheriff's Office. The parties agree that all vehicles purchased by the SCHOOL/TOWN and used by said deputy sheriff will be marked, "MSAD 15 School Resource Deputy and Town of Gray Patrol". All other vehicular markings, decals, bumper stickers, slogans, etc. are expressly prohibited without approval from the SCHOOL and TOWN. The SCHOOL/TOWN agrees that all requests made by the deputy sheriff to the SCHOOL/TOWN pertaining to equipment, schooling, work schedule, etc. will be referred to the SHERIFF for approval.

2. The SCHOOL/TOWN will provide fuel for the issued patrol unit (costs are not included the financial attachments), and directions to the deputy sheriff as to when and

how to utilize the fuel provided in a manner consistent with both the SCHOOL/TOWN's fueling systems.

3. The SHERIFF agrees to maintain SCHOOL/TOWN vehicles per the manufacturer's recommended maintenance schedule.

4. The COUNTY shall provide the SCHOOL/TOWN, no later than February 1st of the year, with a contract cost proposal for the 12-month period beginning July 1st of the proposed year.

5. The deputy sheriff assigned to the SCHOOL/TOWN shall be authorized to store their COUNTY vehicle at private residences during off-duty hours at the sole discretion of the COUNTY, so long as the policy applies to all deputies. In the event that this authority is revoked by the COUNTY, all COUNTY vehicles shall be stored at a single COUNTY owned facility.

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

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

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

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

2.2 Administrative Responsibilities.

A. The 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 SCHOOL/TOWN Administrator in a timely manner of any major/significant crimes or incidents, unusual occurrences, or emergencies that occur within the SCHOOL/TOWN.

C. The Chief Deputy and/or his/her designee shall attend SCHOOL/TOWN Meetings as requested by the SCHOOL/TOWN and community meetings and meetings with the SCHOOL/TOWN staff which involve issues of mutual concern. Additionally, when requested by the SCHOOL/TOWN Administrator, the Chief Deputy and/or his/her designee, shall provide advice or consent on law enforcement issues and attend other meetings.

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

E. As requested by the SCHOOL/TOWN or SCHOOL/TOWN Manger, the Chief Deputy or his designee shall attend Board of Selectmen Meetings, community meetings, and meetings with

the SCHOOL/TOWN staff which involve issues of mutual concern, as well as provide advice or consent on law enforcement issues.

F. 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.

G. When appropriate, the SHERIFF shall provide the SCHOOL 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.

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 SCHOOL/TOWN does hereby vest in each deputy sheriff, to the extent allowed by law, enforcement powers of the SCHOOL/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 SCHOOL/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 SCHOOL/TOWN a copy of the Cumberland County Sheriff's Office General Orders, including any updates and amendments regarding policies of interest to the SCHOOL/TOWN.

ARTICLE 4 – SAD 15 RESPONSIBILITIES

4.1 Office Space.

A. Future space planning shall be coordinated with the COUNTY and the SCHOOL/TOWN.

4.2 SCHOOL/TOWN's Ordinances.

A. The SCHOOL/TOWN shall provide to the SHERIFF two (2) copies of the SCHOOL/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 SCHOOL/TOWN's budget process to be approved by the School/Town Board. The total amount due for all services beginning **July 1, 2026 through June 30, 2027, shall be One-hundred and seventy thousand, three hundred dollars and sixty-one cents ($170,300.61)** spread over a 12-month period for costs incurred by the COUNTY as described in Attachment A of this Contract.

5.2 The SCHOOL/TOWN shall make payment in equal installments on a monthly basis. The first installment shall be due July 1, 2021; 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 SCHOOL/TOWN shall be employee(s) of the COUNTY and not those of the SCHOOL/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 SCHOOL/TOWN with such additional personnel as the SCHOOL/TOWN may request, provided that the SCHOOL/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 SCHOOL/TOWN Administrator or her 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 SCHOOL/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 SCHOOL/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 SCHOOL/TOWN appointed by the board, 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.

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

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

10.7 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 SCHOOL/TOWN from any and all liability, loss, or damage that the SCHOOL/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 SCHOOL/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 SCHOOL/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 SCHOOL/TOWN's performance or failure to perform any of the obligations set forth in this Contract. The SCHOOL/TOWN further agrees to defend any claims brought or actions filed against the COUNTY and SHERIFF with respect to the SCHOOL/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 SCHOOL/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 on the date specified by MSAD#15 for a period of 177 days 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 SCHOOL/TOWN.

ARTICLE 13 – TERMINATION

13.1 The SCHOOL/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 Town of Gray establishes a police agency and takes over the contract; the SHERIFF and the SCHOOL/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 SCHOOL/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 SCHOOL/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 SCHOOL/TOWN pursuant to the terms hereof.

15.2 In the event of termination or upon expiration of this Contract, the SCHOOL/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 SCHOOL/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 SCHOOL/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 SCHOOL/TOWN Councilors, 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 SCHOOL/TOWN.

16.4 Nothing herein contained is any way contrary to or in contravention of the SCHOOL/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.

ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

Vehicle: The contracting school/town agrees to replace all cruisers on a four-year cycle or at one hundred twenty thousand accumulated miles. The mileage will be estimated at the expiration date of the contract (i.e. vehicle has 115,000 miles at the maturity date of the contract and it is expected that the cruiser will accumulate additional mileage well beyond the 120,000 miles based on previous use, the school/town agrees to replace the vehicle). Exceptions to the agreement would be as follows: if the vehicle has sustained an excessive unsafe amount of damage which would bring the vehicles safety and the safety of the operator into question or if the need for the vehicle replacement occurs within ninety (90) days of the end of the term of this Contract where either party has provided notice to terminate under Article 13. This would include, but it is not limited to, mechanical, body or frame defects or damage to the vehicle that would cause the vehicle to be deemed unsafe to use as an emergency vehicle. This would be subject to a written formal opinion from a Certified Mechanic or Certified Auto Body Technician. If, in the opinion of one or both of these experts, the vehicle is deemed to be unsafe for use as an emergency vehicle, then the vehicle or equipment would be required to be replaced by the contracting town before the afore mentioned year and mileage parameters are met. The contracting town would agree to absorb the cost associated with the replacement of the vehicle and any additional damaged equipment at the time that the vehicle or equipment has been determined to be damaged or unsafe.

Vehicle Equipment: The contracting school/town agrees to purchase the entire required and necessary emergency and enforcement related equipment associated with an emergency vehicle. The school/town agrees to replace any equipment that is in need of upgrading due to the equipment being damaged or outdated.

List of required equipment:

- All Emergency lighting, siren and related equipment
- Interior protective cage/screens
- Laptop computer and stand
- Scanner
- Printer
- Emergency radios (Mobile and Portable)
- Push bumper/guard
- Radar

- Ar-15 Rifle
- 12-gauge shotgun
- Rifle and shotgun securing mounts
- First aid kit
- Dash camera
- Pursuit spike mat
- Self-inflating life vest
- Body Worn Camera

IN WITNESS WHEREOF, the SCHOOL/TOWN of SAD#15, by order duly adopted by its SCHOOL/TOWN Board has caused this Contract to be signed by the SCHOOL/TOWN Board and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the Chairperson of said Board or Council and the seal of said Board or Council to be affixed thereto and attested by the Clerk of said Board or Council, 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: 6/30/26

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

SCHOOL/TOWN REPRESENTATIVE

BY: _____

DATE: June 20, 2026

ATTEST: _____
COUNTY MANAGER/CLERK

DATE: _____

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-078 **Agenda Date:** 7/20/2026

Agenda Item Request

Approval of agreement for School Resource Deputy Law Enforcement Services by and between the Cumberland County Sheriff's Office, Board of County Commissioners with the School Administrative District #61, Lake Region, from August 2026 to June 2027.

Background and Purpose of Request

SAD #61 Lake Region would receive forty-hours (40) of School Resource Law Enforcement service from the Sheriff's Office starting August, 2026 and ending in June, 2027 for a total of 175 days.

Requestor

Kerry Joyce, Patrol Division

Presentation

No

Funding Amount and Source

$115,445.36

Effective Date if Applicable

August 2026 through June 2027 for a total of 175 days.

Maine
Cumberland County

POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	6/15/26
SUBJECT:	Sheriff Law Enforcement School Resource Deputy for SAD #61 Lake Region

Requested Action:

Approve the $115,445.36 for School Resource Deputy Law Enforcement Services for School Administrative District #61, Lake Region.

Background & Purpose of Request:

SAD #61Lake Region would receive forty-hours (40) of School Resource Law Enforcement service from the Sheriff's Office starting August, 2026 and ending in June, 2027 for a total of 175 days.

Funding Amount and Source:

Credit received.

Attachments: (Please list out any Attachments you're including):

- SAD #61 School Resource Deputy Contract for LE Services

Result: On this date_____, the Cumberland County Board of Commissioners, by vote of _____,_____ the above request.

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

MSAD#61

August 2026 to June 2027 (175 days)

AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN THE CUMBERLAND COUNTY SHERIFF'S OFFICE, BOARD OF COUNTY COMMISSIONERS AND MAINE SCHOOL ADMINISTRATIVE DISTRICT #61

This Contract, effective **September 2026**, is made by and between MSAD#61, a school district in the State of Maine located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "SCHOOL"), 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 school limits of Naples Cumberland County, Maine.

W I T N E S S E T H:

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

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

WHEREAS, the SCHOOL 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. Marked 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 for eight (8) hours, five (5) days a week.

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 SCHOOL, 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 SCHOOL 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 SCHOOL the equivalent of one (1) full time deputy sheriff, who is a certified law enforcement officer, by the Maine Criminal Justice Academy.

2. No shifts will be back-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 SCHOOL Code of Conduct that are applicable within the SCHOOL, 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 SCHOOL, at no additional cost to the SCHOOL, 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. Patrol and Detection Canine Support;

f. Emergency Services Unit (ESU);

g. Law Enforcement Training Section;

h. Task Force Personnel;

i. Crime Prevention;

j. Volunteers in Police Service Activities;

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

l. Dive Team;

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

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

Safe School Environment:

- Work collaboratively with the Lake Region High School and Vocational Center administration to investigate incidences of school violence, bullying/harassment, drugs/alcohol violations, bomb threats, theft, and vandalism.
- Coordinate canine searches.
- Monitor the parking lot during school arrival and dismissal.
- Assist the administrators in supporting school parking rules.
- Maintain a presence in the hallways during crowded times.
- Assist with the supervision in the cafeteria during lunches when available.
- Assist in criminal situations (bomb threats, fights, drug possession) at the Lake Region Middle School, Songo Locks Elementary, and Stevens Brook Elementary. The following protocol will be followed:
  - The principal will first call their local law enforcement agency if not the Cumberland County Sheriff's Office.
  - The next call will be to the LRHS principal and the SRO.
  - If the LRHS principal determines that the SRO is available, the SRO will coordinate services with the law enforcement agency that was contacted.
- Maintain reports of school incidences of violence, bullying/harassment, drugs/alcohol violations, bomb threats, and theft, and vandalism.
- Visit the other schools in MSAD #61 at least once a month. Establish a collection with the principals at those campuses and communicate guidelines and the services available.

<u>Truancy Prevention:</u>

- Pick up students who are leaving school grounds without permission and bring them back to school.

- Support the attendance coordinator with the habitually truant students by making occasional home visits.

Education and Community Relations:

- Build positive relationships with the students at LRHS/LRVC.
- Visit classrooms and make presentations.
- Visit other MSAD #61 schools and respond to requests when feasible.

F. All deputies assigned to the SCHOOL shall remain within the SCHOOL during regular assigned shifts.

G. In the event of an emergency response call and/or an exigent circumstance arises; deputies assigned to the SCHOOL 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 marked patrol units. Each marked patrol unit shall prominently display on the exterior the indicia of both the Cumberland County Sheriff's Office. The SCHOOL agrees that all requests made by the deputies to the SCHOOL 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 the marked patrol unit per the manufacturer's recommended maintenance schedule.

3. The COUNTY shall provide the SCHOOL, no later than **February 1st** of the year, a contract cost proposal for the 12-month period beginning **August 1st** of the year.

4. The SCHOOL shall provide necessary office space, supplies and office furniture for use by contract deputy to fulfill assignments.

5. Any supplies and office furniture furnished or purchased by the SCHOOL shall remain the property of the SCHOOL.

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

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

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 School Administrator in a timely manner of any major/significant crimes or incidents, unusual occurrences, or emergencies that occur within the SCHOOL.

C. The Chief Deputy and/or his/he designee shall attend SCHOOL Meetings as requested by the SCHOOL and community meetings with the SCHOOL staff which involves issues of mutual concern. Additionally, when requested by the SCHOOL Administrator, the Chief Deputy and/or his/her designee shall provide advice or consent on law enforcement issues and attend other meetings.

D. The SHERIFF shall consult with the SCHOOL a minimum of fourteen (14) days prior to permanent assignment of any deputy to the SCHOOL or permanent reassignment of any deputy out of the SCHOOL. "Permanent" shall be considered any period of time exceeding sixty (60) calendar days,

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

F. The SHERIFF shall make all decisions regarding hiring and firing of the deputies, provided that the SHERIFF replaces 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.

G. When appropriate, the SHERIFF shall provide the SCHOOL 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.

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 SCHOOL does hereby vest in each deputy sheriff, to the extent allowed by law, enforcement powers of the SCHOOL 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 SCHOOL 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 SCHOOL 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 – SAD#61 RESPONSIBILITIES

4.1 Office Space.

A. Future space planning shall be coordinated with the SHERIFF and the SCHOOL.

4.2 Town's Ordinances.

A. The SCHOOL shall provide to the SHERIFF two (2) copies of the SCHOOL Code of Conduct 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 SCHOOL's budget process to be approved by the School Board. The total amount due for all services beginning **September 2026 for 175 days shall be one-hundred fifteen-thousand, four hundred forty-five dollars and thirty-six cents ($115,445.36)** spread over a 9-month period for costs incurred by the COUNTY as described in Attachment A of this Contract.

5.2 The SCHOOL shall make payment in equal installments on a monthly basis. The first installment shall be due **September 1, 2026**; 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 SCHOOL shall be employee(s) of the COUNTY and not those of the SCHOOL, 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 SCHOOL with such additional personnel as the SCHOOL may request, provided that the SCHOOL 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 SCHOOL Administrator 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 SCHOOL 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 SCHOOL. 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 SCHOOL appointed by the board, 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 SCHOOL from any and all liability, loss, or damage that the SCHOOL 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 SCHOOL 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 SCHOOL 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 SCHOOL's performance or failure to perform any of the obligations set forth in this Contract. The SCHOOL further agrees to defend any claims brought or actions filed against the COUNTY and SHERIFF with respect to the SCHOOL's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

11.3 Neither the SCHOOL, 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 on the date specified by MSAD#61 for a period of 175 days, 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 SCHOOL.

ARTICLE 13 – TERMINATION

13.1 The SCHOOL 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. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the SCHOOL Administrator.

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 SCHOOL 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 SCHOOL pursuant to the terms hereof.

15.2 In the event of termination or upon expiration of this Contract, the SCHOOL 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 SCHOOL 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 SCHOOL 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 SCHOOL BOARD, 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 SCHOOL.

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

ARTICLE 17 – COMMUNICATIONS

17.1 All communications related to Law Enforcement 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.

ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

Vehicle Not Applicable to this agreement.

IN WITNESS WHEREOF, the SCHOOL of MSAD#61, by order duly adopted by its SCHOOL Board has caused this Contract to be signed by the SCHOOL Board and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the Chairperson of said Board or Council and the seal of said Board or Council to be affixed thereto and attested by the Clerk of said Board or Council, 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: 6/16/26

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: SCHOOL REPRESENTATIVE

BY: Alan R. Smith

DATE: 6/10/2026

ATTEST: _____
COUNTY MANAGER/CLERK

DATE: _____

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-079 **Agenda Date:** 7/20/2026

Agenda Item Request

Agreement for Law Enforcement Services by and between Cumberland County, the Cumberland County Sheriff, and the inhabitants of the Town of Standish from July 1, 2026 to June 30, 2027.

Background and Purpose of Request

The Town of Standish would receive Law Enforcement service from the Sheriff's Office starting July 1, 2026 and ending on June 30, 2027.

Requestor

Kerry Joyce, Patrol Division

Presentation

No

Funding Amount and Source

$1,414,375.23

Effective Date if Applicable

July 1, 2026 - June 30, 2027

Maine
Cumberland County

POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	6/15/2026
SUBJECT:	Sheriff Law Enforcement Contracts

Requested Action:

Approve the $1,414,375.23 Police Service contract with the town of STANDISH.

Background & Purpose of Request:

The town of Standish would receive Law Enforcement service from the Sheriff's Office starting July 1, 2026 and ending on June 30, 2027.

Funding Amount and Source:

Credit received.

Attachments: (Please list out any Attachments you're including):

- Standish Law Enforcement Contract

Result: On this date_____, the Cumberland County Board of Commissioners, by vote of _____,_____ the above request.

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

STANDISH – PATROL

07/01/2026 to 06/30/2027

AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN CUMBERLAND COUNTY, THE CUMBERLAND COUNTY SHERIFF, AND THE INHABITANTS OF THE TOWN OF STANDISH

This Contract, effective the first day of July 2026, is made by and between the Inhabitants of the Town of Standish, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), the County of Cumberland, Maine (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a County Officer elected per the Constitution of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the town limits of Standish, 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 Cumberland County Sheriff serves as the chief law enforcement officer of the County pursuant to Maine law, responsible for the appointment of deputies and directing the sheriff's department; and

WHEREAS, pursuant to 30-A M.R.S.A. § 452, the County Commissioners, with the Sheriff's agreement, may enter into a contract with a municipality to provide patrol services by the sheriff's department; and

WHEREAS, the County Commissioners, pursuant to 30-A M.R.S.A. § 107, desire to enter into a contract with the TOWN to provide professional law enforcement services to the TOWN; and

WHEREAS, the TOWN is desirous of obtaining law enforcement services through the COUNTY and entering into a contract for such services upon the terms and conditions hereinafter set forth.

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 who shall perform the duties and responsibilities as set forth in Article 2 of this Contract.

B. Law Enforcement Patrol Services or Services as referred to in this Contract shall include all those duties and functions of the type coming within the jurisdiction of, and customarily provided by, municipal police departments within the state of Maine.

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

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 COUNTY, through 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, or his designee, shall assign deputy sheriffs and other personnel necessary to provide the level of professional law enforcement services consistent with this Contract as 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 at all times provide to the Town the equivalent of **Eight (8)** full time deputy sheriffs all of whom are certified law enforcement officers by the Maine Criminal Justice Academy.

2. All vacant shifts will be filled by the SHERIFF or his designee.

C. While contracted to provide law enforcement services, deputy sheriffs will enforce TOWN ordinances and State statutes. Performance of all duties of deputy sheriffs shall be in accordance with Cumberland County Sheriff's Office General Orders.

D. When necessary, the COUNTY, through the SHERIFF, shall additionally provide to the TOWN, at no additional cost, 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. Police Service Activities and Volunteers;

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

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.

E. All deputies assigned to the TOWN shall remain within the municipal boundaries during the regularly assigned patrol shift, unless otherwise necessary to perform their official duties.

F. 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 to that of a police department assisting under a mutual aid agreement.

G. Vehicles, Supplies, Equipment and Office Furniture:

1. The COUNTY shall provide marked patrol units for performance of the services under this Contract. Each marked patrol unit shall prominently display on

the exterior the indicia of both the Cumberland County Sheriff's Office and the Town of Standish. All other vehicular markings, decals, bumper stickers, slogans, etc. are expressly prohibited without approval from the TOWN. 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 COUNTY agrees to maintain vehicles assigned to the TOWN under this Contract consistent with the manufacturer's recommended maintenance schedule. The COUNTY shall utilize any list maintained by the TOWN for requisition of all wrecker services.

3. The COUNTY shall provide the TOWN, no later than **February 1 of each year**, with a contract cost proposal for the 12-month period beginning the following July 1.

4. The deputies assigned to the TOWN shall be authorized to store their county-owned vehicles at private residences during off-duty hours at the sole discretion of the COUNTY, so long as the policy applies to all deputies. In the event that this authority is revoked by the COUNTY, all county-owned vehicles shall be stored at a single county-owned facility.

5. The COUNTY shall provide necessary office supplies and office furniture for use by contract deputies in order 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.

2.2 Administrative Responsibilities.

A. The deputy sheriffs assigned per this Contract 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 SHERIFF or his designee shall notify the Town Manager/Administrator 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.

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

Report	Date
• schedule for deputies assigned to Standish	as prepared
• monthly categorical summary of calls for service	15th of following month
• monthly summary of moving traffic stops With distinction between warnings and summons	15th of following month
• copies of all operational policies and procedures	within 15 days of approval by the Sheriff
• *copies of approved collective bargaining agreements which pertain to deputies assigned to Standish*	*within 15 days of final ratification by all parties*
• summary of pending criminal cases to include each case's status in the judicial system	when retrievable by computer

E. The SHERIFF or his designee shall attend meetings of the Town's Select Board and other Town meetings as requested by the TOWN and community meetings and meetings with the Town staff which involve issues of mutual concern. Additionally, when requested by the Town Administrator, the SHERIFF or his designee shall provide advice or consent on law enforcement issues and attend other meetings.

F. The SHERIFF shall consult with the TOWN a minimum of fourteen (14) days prior to permanent assignment of any deputy to the TOWN or permanent re-assignment of any deputy out of Standish. "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 only 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 the deputy.

H. When appropriate and only as provided by law, the SHERIFF shall provide the TOWN with written responses to citizen inquiries and complaints directed towards the Cumberland County Sheriff's Office. All responses shall be under the Sheriff's signature

and provided within sixty (60) days of filing.

2.3 Processing of Evidence.

A. Evidence collected during the performance of law enforcement activities 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 COUNTY, through 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, including but not limited to 30-A M.R.S. § 3009-A, as amended, 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 a sworn officer 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 added after publication.

ARTICLE 4 – TOWN OF Standish RESPONSIBILITIES

4.1 Office Space.

A. As partial consideration for this Contract, the TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control, alarm services, and janitorial services, the Town-owned or leased 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 all Town ordinances that the SHERIFF and its deputies are empowered to enforce under this Contract and pursuant to 30-A M.R.S. § 3009-A, as amended.

ARTICLE 5 – COSTS

5.1 The total amount due for all law enforcement services for subsequent years shall be based upon the proposal submitted by the Sheriff during the TOWN's budget process to be approved by the Town Selectmen. The total amount due for all services beginning **July 1, 2026**, through **June 30, 2027**, shall be

> ***One Million Four hundred fourteen thousand, three hundred seventy-five dollars and twenty-three cents, ($1,414,375.23)*** *and spread over a 12-month period for costs incurred by the COUNTY as described in this Contract.*

5.2 The TOWN shall make payment in twelve (12) equal monthly installments. The first installment shall be due **July 1, 2026**; 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. Except with respect to the enforcement of municipal ordinances, as authorized under this Contract, deputy sheriffs shall not be authorized to act on behalf of, or otherwise bind, the TOWN.

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 the judgment of the SHERIFF, additional temporary law enforcement personnel are available during the term of this Contract, the COUNTY agrees to provide the TOWN with such additional personnel as the TOWN may request, provided that, within a reasonable time in advance of employment, the TOWN furnishes the COUNTY 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 Administrator or her designee may, upon reasonable notice to the COUNTY, examine the existing COUNTY and SHERIFF records relating to the services provided pursuant to the terms of this Contract. Said records shall be maintained by the COUNTY in accordance with all applicable laws and regulations.

ARTICLE 9 - STANDARD OF PERFORMANCE

9.1 The TOWN and the COUNTY 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 COUNTY shall make the final determination on said issues. The COUNTY 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 the 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 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 (10) 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 (10) days of receipt of said demand for arbitration and must give notice of its decision to the other party within the 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 COUNTY'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 COUNTY'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 from any and all liability, loss, or damage that the COUNTY 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 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 nor the COUNTY waive any defenses the parties may have under the Maine Tort Claims Act, 14 M.R.S. § 8101, et seq., as may be amended.

ARTICLE 12 – TERM

12.1 This Contract shall remain in full force and effect commencing **July 1, 2026, and ending June 30, 2027,** 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 SHERIFF and 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 COUNTY and subsequent appropriation of the funds required and 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 (90) day written notice, and the TOWN shall remain responsible for all monthly payments (as may be prorated as necessary) due and payable under Article 5 of this Contract up to the effective date of termination. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the Town Administrator. In the event, the Town's Select Board establishes a police department the COUNTY and the TOWN agree there will be no lapse in law enforcement services.

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 COUNTY 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 any equipment, fixtures, and furnishings furnished by the COUNTY 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 County Manager, as authorized by the 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 on behalf of the COUNTY 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 Chair of the Standish Select Board, by his/her execution hereof, does represent to the COUNTY and SHERIFF that he/she has full power and authority to make and execute this Contract on behalf of the TOWN.

16.4 The portions of this Contract are severable. To the extent any portion of this contract is deemed to be illegal or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Contract shall continue in full force and effect.

ARTICLE 17 – COMMUNICATIONS

17.1 All communications supporting law enforcement and detention operations will be provided by the CCRCC (Cumberland County Regional Communication Center).

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.

ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

19.1 ***Vehicle:*** The contracting town agrees to replace all cruisers on a four year cycle or at one hundred twenty thousand accumulated miles. The mileage will be estimated at the expiration date of the contract (i.e. vehicle has 115,000 miles at the maturity date of the contract and it is expected that the cruiser will accumulate additional mileage well beyond the 120,000 miles based on previous use, the town agrees to replace the vehicle). Exceptions to the agreement would be as follows: if the vehicle has sustained an excessive unsafe amount of damage

which would bring the vehicles safety and the safety of the operator into question or if the need for vehicle replacement occurs within ninety (90) days of the end of the term of this Contract where either party has provided notice to terminate under Article 13. This would include, but is not limited to, mechanical, body or frame defects or damage to the vehicle that would cause the vehicle to be deemed unsafe to use as an emergency vehicle. This would be subject to a written formal opinion from a Certified Mechanic or Certified Auto Body Technician. If, in the opinion of one or both of these experts, the vehicle is deemed to be unsafe for use as an emergency vehicle, then the vehicle or equipment would be required to be replaced by the contracting town before the afore mentioned year and mileage parameters are met. The contracting town would agree to absorb the cost associated with the replacement of the vehicle and any additional damaged equipment at the time that the vehicle or equipment has been determined to be damaged or unsafe.

Vehicle Equipment: The contracting town agrees to purchase the entire required and necessary emergency and enforcement related equipment associated with the emergency vehicle. The town agrees to replace any equipment that is in need of upgrading due to the equipment being damaged or outdated.

List of required equipment:

- All emergency lighting, siren and related equipment
- Interior protective cage/screens
- Laptop computer and stand
- Scanner
- Printer
- Emergency radios (Mobile and Portable)
- Push bumper/ guard
- Radar
- Ar-15 Rifle
- 12 gauge Shotgun
- Rifle and shotgun securing mounts
- First aid kit
- Dash camera (optional)
- Pursuit Spike Mat
- Self inflating life vest
- Body Worn Camera (BWC)

IN WITNESS WHEREOF, the INHABITANTS OF THE TOWN OF Standish, by order duly adopted by its Select Board has caused this Contract to be signed by the Chair of its Select Board and Cumberland County, Maine, by order of the County Commissioners, has caused this Contract to be subscribed by the County Manager, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: _____

COUNTY MANAGER
JAMES H. GAILEY

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: _____

SHERIFF
KEVIN J. JOYCE

DATE: 6/16/26

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

INHABITANTS OF THE
TOWN OF Standish

BY: Tasha Pinkham
Town Manager

DATE: 06-16-2026

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-080 **Agenda Date:** 7/20/2026

Agenda Item Request

Authorize the County Manager to sign the General Assistance Services agreement between Cumberland County and the Town of Cumberland from July 1, 2026 to June 30, 2029.

Background and Purpose of Request

The Town of Cumberland has provided a signed contract to continue GA Services for another three-year term.

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: TMP-800 **Agenda Date:** 7/20/2026

Agenda Item Request

Authorize the County Manager to sign the General Assistance Services agreement between Cumberland County and the Town of Cumberland from July 1, 2026 to June 30, 2029.

Background and Purpose of Request

The Town of Cumberland has provided a signed contract to continue GA Services for another three-year term.

CUMBERLAND COUNTY CONTRACT FOR GENERAL ASSISTANCE ADMINISTRATIVE SERVICES

July 1, 2026 to June 30, 2029

CONTRACT FOR GENERAL ASSISTANCE ADMINISTRATION SERVICES BY AND BETWEEN THE CUMBERLAND COUNTY COMMISSIONERS AND THE TOWN OF CUMBERLAND

This Contract, effective July 1, 2026 is made by and between the TOWN of Cumberland, a municipality of the State of Maine wholly located within the boundaries of Cumberland COUNTY, Maine (hereinafter referred to as the "TOWN"), and the County of Cumberland (hereinafter referred to as "COUNTY"), to provide General Assistance Administration services within the town limits of Cumberland, Cumberland County, Maine.

W I T N E S S E T H:

WHEREAS, the TOWN expects the maintenance of a high level of general assistance administration services in conjunction and harmony with its fiscal policies of sound, financial management;

WHEREAS, the TOWN also expects that the general assistance administration services be performed such that the citizens of the TOWN retain the sense of community they enjoy;

WHEREAS, the COUNTY has agreed to provide the TOWN a high level of professional general assistance administration services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth;

WHEREAS, the TOWN is desirous of obtaining its general assistance administration 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

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

Social Service Coordinator shall mean an individual who is employed by the COUNTY to perform the administration of general assistance duties outlined in Article 2 of this contract

and designated by the municipal officials of said TOWN as their GA Administrator per State law and/or Charter.

Suitable Office Space shall mean a designated desk area with internet access, adequate storage space and furnishings for files, and room for visits from the public.

TOWN Office shall mean the central office location of the TOWN.

Electronic Database shall mean a system developed to track General Assistance clients and benefits.

ARTICLE 2 – LEVELS OF SERVICE

General Assistance Administration Services

1. The COUNTY shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional general assistance administration services within and throughout the TOWN to the extent and in the manner herein described.

2. The COUNTY shall assign personnel to provide the level of administrative 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. These services will include, but not be limited to:

    A. The COUNTY will be designated to administer the TOWN's General Assistance Program.

    B. The Social Service Coordinator will be supervised bi-weekly by the County Manager to assure the General Assistance Program is administered in compliance with the TOWN's General Assistance Ordinance, rules and regulations.

    C. The Social Service Coordinator will file all appropriate reports with the state and TOWN officials who have ultimate authority over responsibility for the administration of the program.

    D. Quarterly reviews of the Social Service Coordinator's performance will be conducted between the TOWN and COUNTY.

    E. TOWN may allow for in-office or remote casework from Social Service Coordinator. The TOWN shall inform the COUNTY of the number of set hours per week the TOWN would like designated office hours.

    F. The TOWN and the COUNTY will have cross-trained staff to back up the Social Service Coordinator during times of sickness or vacation.

G. First response for emergency after hour and weekend assistance will be provided as follows: clients will be notified to call the COUNTY's emergency on-call number 207-893-2810. The emergency on-call staff person will determine if it is an emergency, and make the appropriate decision whether to assist immediately, or to have the client schedule an appointment with the town Social Service Coordinator. The TOWN will be billed for the provision of after-hours assistance in the amount of $70.00 per hour prorated by fifteen-minute increments.

H. If the TOWN or COUNTY needs to increase or decrease the contracted hours, the contract may be renegotiated, subject to approval by the Town Council and the County Commissioners.

ARTICLE 3 – OTHER RESPONSIBILITIES

Right of Control

The COUNTY 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; provided, however, notwithstanding any other provision of this contract to the contrary, the TOWN through its Town Manager shall have the right to meet with the County Manager, or his/her/their designee, to discuss the services provided to the TOWN pursuant to this contract.

ARTICLE 4 – TOWN RESPONSIBILITIES

Office Space

1. The TOWN has the option of designating office space within town offices or authorize the COUNTY to remotely administer the casework.

2. If the TOWN opts for on-site staffing of the General Assistance program, the TOWN agrees to provide Suitable Office Space in the Town Office and to maintain the Town Office and keep it in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control, alarm services, and janitorial services. The COUNTY shall maintain its workspace in the Town Office 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 Town Office, the COUNTY will be responsible, to the extent permitted by law, for repairing or replacing such property.

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

4. The use and occupancy by the COUNTY of the Town Office shall include the use in common with others entitled thereto of the automobile parking areas, driveways,

pathways, entrance ways, 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.

TOWN's Ordinances

The TOWN shall provide to the COUNTY access to the Town of Cumberland Code of Ordinances as adopted, with revisions, as enacted.

ARTICLE 5 – TERM

1. This Contract shall remain in full force and effect commencing July 1, 2026 to June 30, 2029 all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

2. The terms and conditions of this Contract are contingent upon the approval of the COUNTY Manager.

3. The contract is subject to annual funding appropriated by the TOWN Council.

4. This Agreement shall automatically renew for one additional 3-year term unless either party provides written notification to the other no later than January 1st of its intent to terminate the contract at the conclusion of that contract year.

ARTICLE 6 – COSTS

1. The total amount due to COUNTY for all General Assistance Administration services shall be based upon the proposal submitted by the COUNTY during the TOWN's budget process to be approved by the Town Council.

    A. The contract fee for FY2027 is $21,934.85. The TOWN's contract will be based on a minimum of six hours per week. If services exceed six hours per week, or services are required on weekends/after hours, those additional hours will be assessed at $70.00 per hour. The TOWN may, upon written request to the COUNTY, increase hours of service based upon need.

    B. The Town will be responsible for the $750.00 annual Welpac software subscription.

    C. The TOWN will be responsible for interpreter and mileage reimbursement for home visits if this is required in the administration of the Program. Mileage will be based on the IRS prevailing rate at the time.

    D. Written notification of annual changes in cost or other provisions of the Agreement must be submitted by the COUNTY to the TOWN in writing no later

than January 1st of each year. If TOWN wishes to explore alternative General Assistance Administrative services, the TOWN shall notify the COUNTY no later than January 1st of its intent to terminate the contract at the conclusion of the current contract year.

E. Prior to the additional 3-year term, both parties shall meet to discuss contract increases over the life of the contract.

F. The TOWN shall make an annual payment for minimum services as described in (A) above, no later than July 31 each year. Additional services rendered shall be invoiced monthly to the TOWN.

G. The COUNTY agrees that the staff 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/her/their employment.

H. The COUNTY reserves the opportunity to meet with TOWN to discuss staffing levels needed for the program and to pass along costs associated with increased staff to TOWN on a pro-rated shared basis across all member communities.

The consideration recited herein constitutes the entire consideration to be paid for General Assistance Administrative Services. In the event the General Assistance Administrator is in need of legal or other professional advice in the performance of the services provided herein, the TOWN shall pay the cost of obtaining said legal or professional advice, provided the Town Manager approves the cost in writing in advance. The costs associated with such legal counsel or professional representation shall be in addition to the consideration set forth above.

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

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

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

ARTICLE 9 - STANDARD OF PERFORMANCE

The TOWN and the COUNTY shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of Administrator performed under this Contract. The COUNTY agrees to receive and consider, in good faith, all inquiries and requests made by the TOWN.

ARTICLE 10 – INDEMNITY

Within the limitations of the Maine Tort Claims Act, 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 COUNTY'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, its officers, agents, and employees with respect to the COUNTY's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

Within the limitations of the Maine Tort Claims Act, the TOWN agrees to indemnify and hold harmless the COUNTY from any and all liability, loss, or damage that the COUNTY 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 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.

Neither the TOWN nor COUNTY waive any defenses the parties may have under the Maine Tort Claims Act, or any otherwise applicable waivers under their insurance policies.

ARTICLE 11 – TERMINATION

This contract shall expire on June 30, 2029. The Agreement shall automatically renew for one additional 3-year term unless either party provides written notification to the other no later than January 1st, of a given year, of its intent to terminate the contract at the conclusion of that contract year, provided, however, that the TOWN may terminate the contract after January 1st if the Town Council fails to appropriate the necessary funding to pay the costs requested by the COUNTY under this Contract. In the event the TOWN terminates the Contract for lack of funding, the TOWN shall provide a written notice of termination to the COUNTY within five working days of the Council's vote on the funding.

The TOWN or the COUNTY may terminate this Contract for cause throughout the term of this Contract upon written notice to the other party of this Contract; provided, however, that termination shall not be effective until after receipt of a ninety (90) day written notice of such termination. Cause shall be considered as (i) any material breach of the terms of this agreement or (ii) a determination by a court of competent jurisdiction that this Contract or the

method of adoption violated the TOWN's Charter or any applicable Maine law. The notice of termination shall state the cause therein.

Written notice required under this Article must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the County or the Town Manager.

In the event the Town Council establishes its own General Assistance Administrator; the COUNTY and the TOWN agree there will be no lapse in services. In the event of termination, the individual designated as General Assistance Administrator shall cease to be such and the TOWN shall have no further obligation, financial or otherwise to said individual.

ARTICLE 12 – TRANSITION

In the event of the termination or expiration of this Contract, the COUNTY and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the COUNTY to another method of providing General Assistance Administrative services, and to maintain during such period of transition the same high quality of services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.

All electronic and hard copy records are owned by the TOWN and any records that require transfer to the TOWN from the COUNTY record keeping systems shall be transferred at no cost to the TOWN.

ARTICLE 13 – AUTHORITY TO EXECUTE AND ENFORCE

The County Manager, by his/her/their execution hereof, does hereby represent to the TOWN that he/she/they have full power and authority to make and execute this Contract pursuant to the power so vested in him/her/them under the Constitution and Laws of the State of Maine.

The COUNTY, by its execution hereof, does hereby represent to the TOWN that it only has administrative powers to enforce this Contract pursuant to the power so vested in it under the Constitution and Laws of the State of Maine.

The Town Manager, as duly authorized by the Town Council, by his/her/their execution hereof, does represent to the County Manager that he/she/they have full power and authority to make and execute this Contract on behalf of the TOWN. Notwithstanding this provision, the COUNTY agrees and acknowledges that this Contract may be terminated pursuant to Article 11.

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

ARTICLE 14 – 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 CUMBERLAND, by order duly adopted by its Town Council 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 County Manager 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: _____

COUNTY MANAGER

DATE: _____

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN OF CUMBERLAND

BY: _____

TOWN MANAGER

DATE: 6-30-2026.

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 26-081 **Agenda Date:** 7/20/2026 **Agenda #:**

Agenda Item Request

Authorize the County Manager to execute the contract between the Town of Harpswell and Cumberland County for regional dispatch services from July 1, 2026 - June 30, 2028.

Background and Purpose of Request

Background and Purpose of Request
The current Communications Contract between the CCRCC and the Town of Harpswell expired on June 30, 2026. The fee's associated with the Harpswell's Dispatch contract are based on a per capita fee for their 2020 census population of 5,031.

Instead of the previous three-year projected increase of 3%, the contract now provides a range of 3-5% increase, after the initial FY27 increase of 6%. Additionally, a $2,000.00 IT fee for the Fire Departments connection to the County's CAD Software starts on July 1, 2026. The Cost section of the contract has been modified to reflect these changes. In order for the Town of Harpswell's to approve a multi-year contract it must be presented at the annual meeting. The last contract was for 1 year while they prepared to get it on the agenda for the annual meeting which was held July 16,2026. In order to align all dispatch contracts to the same three-year term, the term of this contract is two years from the effective date.

Funding Amount and Source
Year 1 (July 1, 2026 to June 30, 2027): $ 46,799.05
Year 2 (July 1, 2027 to June 30, 2028): $ 3-5% increase to be determined by Dec 1, 2026
Year 1 (July 1, 2026 to June 30, 2027): $ 9.30
Year 2 (July 1, 2027 to June 30, 2028): 3-5% increase to be determined by Dec 1, 2026
Effective Date
July 1, 2026
Attachments

- Harpswell Dispatch Contract Signed by the Town of Harpswell

Maine
Cumberland County

Position Paper for Agenda Item

To: Cumberland County Board of Commissioners
From: Melinda Fairbrother-Dyer
Date: July 16, 2026
Subject: Town of Harpswell Dispatch contract Renewal

Requested Action or Motion
Authorize the County Manager to execute the Dispatch Contract with the Town of Harpswell.

Background and Purpose of Request
The current Communications Contract between the CCRCC and the Town of Harpswell expired on June 30, 2026. The fee's associated with the Harpswell's Dispatch contract are based on a per capita fee for their 2020 census population of 5,031.

Instead of the previous three-year projected increase of 3%, the contract now provides a range of 3-5% increase, after the initial FY27 increase of 6%. Additionally, a $2,000.00 IT fee for the Fire Departments connection to the County's CAD Software starts on July 1, 2026. The Cost section of the contract has been modified to reflect these changes. In order for the Town of Harpswell's to approve a multi-year contract it must be presented at the annual meeting. The last contract was for 1 year while they prepared to get it on the agenda for the annual meeting which was held July 16,2026. In order to align all dispatch contracts to the same three-year term, the term of this contract is two years from the effective date.

Funding Amount and Source
Year 1 (July 1, 2026 to June 30, 2027): $ 46,799.05

Year 2 (July 1, 2027 to June 30, 2028): $ 3-5% increase to be determined by Dec 1, 2026

Year 1 (July 1, 2026 to June 30, 2027): $ 9.30

Year 2 (July 1, 2027 to June 30, 2028): 3-5% increase to be determined by Dec 1, 2026

Effective Date
July 1, 2026

Attachments
- Harpswell Dispatch Contract Signed by the Town of Harpswell

AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF
HARPSWELL
"COMMUNICATION SERVICES"

THIS AGREEMENT, effective July 1, 2026 is entered into by and between the COUNTY OF CUMBERLAND (hereinafter referred to as "the County") with a principal place of business at 142 Federal Street, Portland, Maine and the TOWN HARPSWELL (hereinafter referred as "the Municipality") with a principal place of business at Mountain Rd PO Box 39, Harpswell Maine.

WITNESSETH

WHEREAS, pursuant to Title 30-A M.R.S.A. §453 the County Commissioners are authorized to establish a communications center to provide communications services for municipal rescue, ambulance, fire and police departments, and pursuant to 30-A M.R.S.A. 107, the County Commissioners are authorized to enter into agreements with municipalities within the County to provide specific communications services for municipal law enforcement functions, including dispatch of municipal units;

WHEREAS, the County has established the Cumberland County Regional Communications Center ("CCRCC") to provide emergency and non-emergency dispatch services to several public safety agencies within Cumberland County, and to serve as the Public Safety Answering Point ("PSAP") pursuant to 25 M.R.S.A. c. 352 for several communities within Cumberland County; and

WHEREAS, the Municipality has requested that the County provide certain communication services as set forth herein and the County is willing to provide such services through the CCRCC pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises by each party to the other and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

1. SERVICES

The County agrees to provide the Municipality with the following services through the CCRCC, which shall be referred to herein as the "Communication Services."

The Communication Services shall be provided to appropriate service providers and agencies of the Municipality as determined by the CCRCC, including, but not limited to, Fire, Rescue, Animal Control, Marine Safety, and Public Works. For purposes of this Agreement, the County hereby agrees to provide the Communication Services to the following agencies and/or departments of the Municipality: HARPSWELL

The Communications Services to be provided by the County shall include:

(A) Access for use of the emergency alert system by authorized personnel.

(B) Answering of all emergency and non-emergency calls for service.

(C) Dispatching personnel and equipment for emergency and non-emergency calls for service and all ongoing incidents, as well as coordination of all support services as deemed appropriate by the incident commanders and / or authorized agency personnel.

(E) A warrant repository for participating agencies.

(F) Access to and licenses for the use of Computer Aided Dispatch (CAD) and Record Management Systems (RMS) software and databases utilized in connection with the Communication Services outlined above.

The County agrees that in providing the Communications Services, it will maintain adequate facilities, equipment and personnel to perform the Communications Services and carry out the purposes stated in the PSAP standards established by the State of Maine. The County further agrees to provide all services in the most cost effective and efficient manner possible and to ensure that all calls for service in the Municipality are dispatched to the appropriate service providers for the Municipality. The County shall be responsible for ensuring that all personnel providing the Communications Services have been certified and trained according to the requirements of the State of Maine. During the term of this agreement, the Municipality agrees to maintain P25 VHF conventional operational capability for Fire / Rescue and/or Law Enforcement personnel within their jurisdiction for use of CCRCC operations channels.

2. AUTHORIZATION

This Agreement shall be effective only upon authorization of the legislative body of the Municipality pursuant to 30-A M.R.S.A. § 107(1) and the Cumberland County Commissioners. A copy of this Agreement shall be filed with the Clerk of the Municipality and in the office of the County Commissioners.

3. TERM & TERMINATION

A. The effective date of this agreement shall be the date upon which it is executed, following the approvals required in Section 2 above. The initial term of this Agreement shall be two years from its effective date. This Agreement shall be automatically renewed following the initial three-year term without affirmative action by the parties, unless otherwise specified in the authorization of the legislative body of the Municipality, for successive one-year periods on its anniversary date, unless and until terminated by either party as set forth herein.

B. Notwithstanding the above provisions, this Agreement may be terminated as follows:

1. By the Municipality if:
   a. the County fails to provide sufficient personnel or equipment to perform the services detailed herein;

   b. the County discontinues the service;

   c. the County fails to comply with the material terms of this Agreement;

or

   d. the Municipality fails to appropriate the funds needed to pay the costs set forth in Section 4 of this Agreement as further outlined in Section 5 below.

2. By the County if:

a. the Municipality fails to make all payments required under the terms of this Agreement as set forth in Section 4;

b. the Municipality fails to abide by all CC RCC policies and procedures.

c. the Municipality fails to comply with the material terms of this agreement.

This Agreement shall automatically renew for a one-year auto renewals, unless either party provides written notification to the other no later than January 1st of its intent to terminate the contract at the conclusion of that contract year.

4. COSTS

The Municipality agrees to pay the County the following rates for the following terms:

Year 1 (July 1, 2026 to June 30, 2027): $ 46,799.05
Year 2 (July 1, 2027 to June 30, 2028): $ 3-5% increase to be determined by Dec 1, 2026

This foregoing amounts were calculated as a per capita fee based on the Municipality's population of 5,031.

Year 1 (July 1, 2026 to June 30, 2027): $ 9.30
Year 2 (July 1, 2027 to June 30, 2028): 3-5% increase to be determined by Dec 1, 2026

In addition to the per capita fee for the Communication Services outlined above, the Municipality agrees to pay the fees associated with the licensed use of the CAD and RMS software outlined in Section 1(F) above (the "Software Fee"). The Software Fee shall cover access to, user licenses and maintenance of the respective software at the level deemed appropriate by the County for the Communication Services being provided to the Municipality. The Software Fee for the first year of this Agreement shall be $ 2,000.00 and shall increase by 3-5% each year of this Agreement thereafter, unless otherwise negotiated by the Parties.

The County shall invoice the Municipality on an annual basis and payments shall be due within 60 days of the end of the contract year.

The rates for years in which this Agreement may be automatically renewed after the initial term shall increase at 3-5% over the most recent annual rate.

Written notification of annual changes in cost or other provisions of the Agreement must be submitted to the TOWN in writing no later than December 1st of each year.

5. NON-APPROPRIATION

The parties agree that any amounts required to be paid by the Municipality under this Agreement are payable by the Municipality from appropriation through its annual budget process and subject to the approval of its legislative body. In the event an insufficient amount to fund this Agreement for any contract year is appropriated, this Agreement may be terminated by the Municipality upon

notice to the County. In such event, the Municipality shall certify to the County that sufficient funds have not been authorized to meet the obligations of this Agreement, and such certification shall be conclusive upon the parties.

6. ADMINISTRATION

Pursuant to the provisions of 30-A M.R.S.A. § 453, the County Commissioners, after consulting with the municipal officers of the communities served by the CCRCC, will set policies for the CCRCC. The Cumberland County Communications Director shall be appointed by the County Manager and shall be responsible for the administration and operation of the Communications Center. This agreement shall not limit the County Commissioners' authority to contract with other political subdivisions, quasi-municipal corporations, agencies or other enterprises to perform the Communication Services specified in this agreement, nor shall it restrict or curtail any authority otherwise bestowed by law upon the County Commissioners.

A Board of Directors will be established by the County to serve as a liaison between the Municipality and the CCRCC; review and recommend policies for the CCRCC; The composition of the Board of Directors, the terms of its members, and filling of vacancies on the Board of Directors shall be established by policy of the County Commissioners. The County may also establish committees at its discretion, including, but not limited to, a law enforcement committee, a fire and rescue committee to promulgate policy and procedures for oversight and a technical committee to provide assistance to the CCRCC related to the use of and advancements in technology. The Director of the CCRCC shall be responsible for appointing members to these committees and for assigning directives to the committees as needed.

7. EMPLOYMENT & AGENCY

Nothing in this Agreement shall be deemed or interpreted to make the County an officer, agent, employee or representative of the Municipality, nor to make the Municipality an officer, agent, employee or representative of the County. The parties both understand and agree that the County's employees performing the Communication Services pursuant to this Agreement are not employees of the Municipality and are not entitled to benefits of any kind or nature to which employees of the Municipality are normally entitled. All such employees are and shall remain employees of the County and the County shall be solely responsible for the wages and benefits of said employees, including, but not limited to, unemployment compensation, workers' compensation, group health insurance, disability coverage, retirement contributions, and/or paid time off. Neither party shall have authority, express or implied, to bind or commit the other party to any agreements or obligations unless specifically authorized in writing.

8. PROPERTY

All real and personal property acquired or used in the performance of the Communication Services under this Agreement shall be the property of the County. As such, acquisition, use and disposal of such property shall be in accordance with policies and procedures of Cumberland County.

9. INDEMNITY

The Municipality shall indemnify and hold harmless the County, its officers and employees from any and all loss, liability, damage, or injury (including death) received or sustained by any person, persons or property arising out of any act or omission, neglect, or misconduct of the

Municipality, its officers and employees. The Municipality further agrees to defend the County against any and all suits, actions or claims of any character brought or filed against the County arising out of any act or omission, neglect, or misconduct of the Municipality, its officers and employees. Notwithstanding the foregoing, this indemnification shall not be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to either party under the Maine Tort Claims Act, 14 M.R.S. § 8101, et seq., or other applicable law. The provisions of this Section shall survive the term of this Agreement indefinitely.

10. SEVERABILITY

If any provision of this Agreement or its application to any party or circumstances shall be declared void, illegal, or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law.

11. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Maine without regard to its conflict of laws provisions. Each party irrevocably submits to the exclusive jurisdiction of the federal and state courts located in the State of Maine for the purposes of any action or proceeding arising out of or relating to this Agreement. Each party hereby consents to such personal jurisdiction and agrees that venue shall lie in the state and federal courts within the State of Maine with respect to any cause of action arising under or relating to this Agreement. Each party hereby waives any objection based on *forum non-conveniens* and waives any objection to the venue of any action instituted hereunder.

12. ENTIRE AGREEMENT

This instrument embodies the entire agreement of the parties and may not be amended or changed unless in writing executed by all parties. There are no promised terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. The parties acknowledge and agree they have each carefully read this Agreement, understand its terms and, being duly authorized, sign it as their own free act in their official capacity on behalf of the Municipality and the County respectively.

IN WITNESS WHEREOF, the [TOWN of HARPSWELL, by order duly adopted by its [Selectmen/ Council / Town Meeting], has caused this Agreement to be signed by the [Selectmen/ Town Manager] and the COUNTY OF CUMBERLAND, by order of the County Commissioners, has caused this Agreement to be executed by the County Manager.

By:_____
James H. Gailey, County Manager

_____
Date:

By:_____
Town of HARPSWELL
It's [Select Board Chair / ~~Manager / Administrator~~]

July 16, 2026
Date:

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-082 **Agenda Date:** 7/20/2026

Agenda Item Request

County Commissioners enter into a five-year employment contract with the County Manager James H. Gailey.

Background and Purpose of Request

The County Commissioners met in May in executive session to discuss a five-year employment contract with the County Manager. Subsequently, the Commissioners met with the County Manager in June to undergo an evaluation of the County Manager for the last year. Upon both meetings, the following contract is being brought forward for Commissioner action.

Effective Date if Applicable

Effective July 21, 2026

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: TMP-810 **Agenda Date:** 7/20/2026

Agenda Item Request

County Commissioners enter into a five-year employment contract with the County Manager James H. Gailey.

Background and Purpose of Request

The County Commissioners met in May in executive session to discuss a five-year employment contract with the County Manager. Subsequently, the Commissioners met with the County Manager in June to undergo an evaluation of the County Manager for the last year. Upon both meetings, the following contract is being brought forward for Commissioner action.

Effective Date if Applicable

Effective July 21, 2026

Employment Agreement – County Manager
County of Cumberland, Maine
and
James H. Gailey

INTRODUCTION

This Amended Agreement, made and entered into this 21st day of July, 2026, by and between the County of Cumberland, Maine, a county corporation (hereinafter called the "County"), and James H. Gailey (hereinafter called the "Manager"), an individual who has the education, training and experience in local and county government management and who, as a member of the International City/County Managers Association ("ICMA"), is subject to the ICMA Code of Ethics, both of whom agree as follows:

WITNESSETH:

WHEREAS, the County Commissioners of the County desires to appoint Manager to serve, and the County desires to employ the services of Manager, as County Manager of the County of Cumberland, as provided in Section 4.2 of the Charter of the County of Cumberland (the "County Charter");

WHEREAS, James H. Gailey was originally hired in July 25, 2016, and became the appointed Cumberland County Manager on June 12, 2017, and has served in that role uninterrupted since then.

WHEREAS, it is the desire of the Commissioners to provide certain benefits, establish certain conditions of employment, and to set working conditions of the Manager;

WHEREAS, it is the desire of the County Commissioners (1) to secure the services of the Manager and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Manager's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating the Manager's services at such time as he

may be unable to fully discharge his duties, within the discretion of the County Commissioners, due to disability, or when the County may otherwise desire to terminate his employment; and,

WHEREAS, the Manager desires to maintain employment as Manager of the County;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section 1: Term

This Agreement shall begin July 21, 2026 and end July 20, 2032, unless otherwise terminated pursuant to the terms of this Agreement. No later than January 1, 2032, the parties agree to meet and discuss the possible extension of this Agreement. The parties may extend this Agreement by mutual written agreement. By this date the County Commissioners shall inform the Manager if it does not intend to extend this Agreement. The term of this Agreement shall be in full force in effect from the signing dates until terminated by the County Commissioners or Manager as provided in the terms of this Agreement.

Section 2: Duties and Authority

The County hereby agrees to employ James H. Gailey as County Manager of the County of Cumberland. The Manager agrees to perform the functions and duties specified in the County Charter, County By-Laws, Administrative Regulations, and the Maine General Statutes, and to perform such other legally permissible and proper duties, and reasonable functions, as the County Commissioners shall from time to time assign to the Manager.

Section 3: Compensation

A. Base salary: The County Commissioners agree to pay the County Manager his existing annual base salary, payable in installments at the same time that the other employees of the County are paid.

B. The County agrees to increase the compensation of the Manager dependent upon the results of the annual performance evaluation conducted under the provisions of Section 17 of this Agreement. The Manager also will participate in any fixed annual increases granted to other county employees, based on cost of living adjustments.

C. The Manager may be provided with such additional or further compensation above the base salary as may be approved by the County Commissioners from time to time, based upon its annual performance evaluation and review of the Manager.

D. The County shall not, at any time during the term of this Agreement, reduce the salary, compensation or other financial benefits of the Manager except to the degree of such a reduction across-the-board for all management employees of the County.

Section 4: <u>Termination and Severance (without cause)</u>

This Agreement may be terminated and the Manager removed from office by the County Commissioners for convenience as set forth in 3.8.1 of the County Charter. In the event the County Commissioner terminates the employment of the Manager for convenience during the term of this Agreement, the County agrees as follows:

A. The County shall have the right to terminate this Agreement without cause. In the event of such termination, Manager shall be paid in either a lump sum cash payment or weekly installments equal to six (6) calendar months of the Manager's then current salary plus one (1) additional month of then current salary for each year of service as the Cumberland County, Maine manager, for a maximum of twelve (12) months, less applicable withholdings and deductions. At the same time, Manager shall be compensated for all Planned Time Off (PTO) accrued to date of termination, calculated at the rate of pay in effect upon termination. In addition, all life insurance, family health insurance (COBRA), disability coverage, retirement benefits and all other County provided benefits shall continue in full force and coverage as provided herein during the severance period, not to exceed twelve months.

Section 5: Termination (with cause)

The County Commissioners have a right of termination for cause. The County's right to terminate this Agreement for cause shall be based upon official removal action under the terms of County's Charter and Personnel Policy. In the event the Manager's employment is terminated for cause, the County's only obligation to the Manager is to pay all compensation and benefits accrued, but unpaid, at the time of termination. For purposes of this Agreement, "just cause" is defined and limited for purposes of this Agreement to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the County Manager's duties and responsibilities.
2. Being convicted of any Class A, B, C, or D crime.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive County policy or regulation, which should subject any other County employee to termination.
5. A finding by the Commissioners of any fraudulent act against the interest of the County.
6. A finding by the Commissioners of any act which involves moral turpitude, or which causes the County disrepute.
7. Violation of the International City/County Managers Association Code of Ethics.

Section 6: Resignation

In the event that the Manager voluntarily resigns his position with the County, the Manager shall provide 30 days' notice unless the parties agree otherwise. Upon said resignation, the County's only obligation to Manager is to pay all compensation and benefits accrued, but unpaid, as of the effective date of the resignation.

Section 7: Manager Incapacity

A. Should Manager be disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health (verified by his attending physician) for a period

of (1) one year, beyond any accrued leave, the County shall have the right to terminate this Agreement and the County's only obligation to Manager is to pay all compensation and benefits accrued, but unpaid, at the time of termination.

Section 8: <u>Health, Life, Dental and Disability Insurance.</u>

A. The County agrees to provide to the Manager and his dependents the same health, life, dental and disability insurance coverage and benefits afforded to other County management employees upon commencement of employment. The County agrees to pay 100% of the costs associated with a family health insurance plan.

B. The County shall pay the amount of premium due for term life insurance provided as part of a group life insurance program (e.g., Maine Municipal Employees Health Trust program) in the amount of three (3) times the Manager's annual base salary, including all increases in the base salary during the life of this Agreement. The Manager shall have the right to name the beneficiary of the life insurance policy.

C. The County shall pay the amount of premium for short-term disability (IPP) at a rate of 40% of salary for Manager. The County shall also provide the same long-term disability insurance coverage to the Manager as is afforded to other County employees upon commencement of employment. If the Manager becomes temporarily or permanently disabled, the County shall provide the Manager, directly or indirectly, with those payments afforded to other County employees.

D. To the extent the County provides the Manager with payments, and to the extent allowed by law, the Manager shall surrender to the County any Worker's Compensation, accident, sickness, or other disability benefits the Manager has received from the County or any of its insurers during the initial period, up to but not exceeding the amount of payments the County has provided to the Manager.

Section 9: Deferred Compensation and Retirement.

A. The County shall execute the necessary agreement allowing the Manager to enroll in the Mission Square (formerly ICMA) Retirement Corporation's 457 and/or 401(a) Executive Deferred Compensation Plan. The County agrees to contribute 24% of the Manager's annual base salary, provided said amount shall not exceed the maximum dollar amount permissible under federal and state law, towards the Executive Deferred Compensation Plan. The Manager shall be considered vested at the time of contribution. Payment of this sum shall be made in accordance with the County's normal salary payment schedule. The County agrees to transfer full ownership of said plan to succeeding employers upon the Manager's resignation or discharge.

B. In the event of the future option of MainePers open enrollment, the County shall allow the Manager to enroll and participate in the MainePers in accordance with the same contribution rate as afforded to all other employees of the County. The total contribution shall not exceed any maximum established by law.

Section 10: Computer Equipment, Cell Phone and Internet Service.

The County will provide the Manager with cell phone hardware and service, computer equipment and services for home base connectivity available 24/7 while employed as Manager. The Manager has the option to own any such equipment as long as it is not a computer security risk for the County.

Section 11: Automobile.

During the term in which the Manager is engaged in the performance of his duties and responsibilities pursuant to this Agreement, the County agrees to provide a seven hundred dollar ($700.00) monthly allowance for automobile expenses in recognition of the requirements of the position. The County is under no obligation to reimburse the Manager for any automobile costs that exceed this amount, with the exception of mileage and tolls for business travel outside the County of Cumberland. Mileage shall be based on IRS thresholds.

Section 12: Dues and Subscriptions.

The County hereby agrees to budget and pay for the professional dues and subscriptions of the Manager necessary for his continuation and full participation in national, regional, state, and local associations and organizations, necessary and desirable for his continued professional participation, growth and advancement, and for the good of the County.

Section 13: Professional Development.

The County hereby agrees to pay Manager's professional development expenses to continue his professional development and to adequately pursue official functions of the County, including but not limited to attending and participating in the training, institutes, seminars, regional and national conferences of the ICMA, the Maine Municipal Association, the Maine Town, City and County Managers Association, National Association of Counties, and other such national, regional and state governmental groups and committees.

Section 14: General Expenses - Expense Account.

The County recognizes that certain expenses of a non-personal and generally job-affiliated nature will be incurred by the Manager, and hereby agrees to reimburse or to pay said reasonable expenses upon receipt of duly executed expense vouchers, receipts, statements, or personal affidavits from the Manager.

Section 15: Holidays, Earned Time & Absences.

A. The Manager shall receive three hundred and twenty hours (320) of paid time off on an annual basis, credited in accordance with the County's Personnel Policy. The Manager shall receive three (3) administrative personal days in addition to the earned time off. The Manager shall not utilize hours beyond those accrued without the consent of the County. The Manager may carry-over accrued unused earn time; provided, however, that the Manager shall not use more than twenty (20) days at one time unless approved by the County. Manager shall be allowed to receive payment of accrued earned time up to a maximum of 120 hours annually. The Manager may turn hours in either in June or November each year, consistent with the timeframes of the non-union personnel policy.

B. The Manager shall be entitled to the same paid holidays as granted to other County employees.

C. If the Manager leaves the position, either through his own will or termination, the Manager shall be entitled to payment for all credited earned planned time off.

D. Any personal leave of absence requested by the Manager must be approved in advance by the County Commissioners.

E. Upon acceptance of the County Commissioners, the Manager may take an educational leave of absence, not to exceed a mutually agreed upon time.

Section 16: Hours of Work.

Both parties recognize that the job requires hours outside the normal working hours. It is understood that the Manager must sometimes dedicate hours beyond the normal workweek in order to provide excellent leadership in performing the job. It is further understood that in some ways the job requirement represents a twenty-four (24) hour commitment, day in and day out. Hence, the County recognizes that the Manager must devote a great deal of time outside normal office hours on business for the County, and to that end the Manager shall be allowed to establish an appropriate work schedule.

Section 17: Annual Performance Evaluation.

A. The County shall evaluate the work performance of the Manager annually. The County through a mutual evaluation tool developed between County and Manager shall conduct this annual evaluation. At the completion of the annual evaluation, the County shall provide the Manager with a written summary statement of the findings of the County and shall provide the Manager with a reasonably adequate opportunity to discuss the evaluation. The County may form a subcommittee to assist with the routine aspects of the Manager's annual performance evaluation. The final written evaluation should be completed and delivered to the Manager within 30 days of the evaluation meeting.

B. In effecting and implementing the provisions of this section, the County Commissioners and the Manager mutually agree to abide by the provisions of applicable law.

Section 18: Indemnification.

A. The County shall defend, save harmless, and indemnify the Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action that the Manager reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The County may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The County shall not be liable for the acts or omissions of the Manager committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. In such instance, the Manager shall reimburse the County for any legal fees and expenses the County has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

C. Nothing here in intended, nor shall it be construed to waive or modify any immunity or limitation of liability to the County and/or the Manager under applicable state law, including, but not limited to the Maine Tort Claims Act.

Section 19: Outside Work.

The Manager shall not spend more than an average of fifteen (15) hours per week in teaching, consulting, or other non-County connected business, without the prior approval of the County Commissioners.

Section 20: Bonding.

The County shall bear the full cost of any fidelity or other bonds required of the Manager under any law or Charter.

Section 21: Personnel Policy & Administrative Regulations.

Whenever any provision of this Agreement conflicts with or is inconsistent with those provisions of the County's Personnel Policy and/or Administrative Regulations applicable to the Manager, the provisions of this Agreement shall control.

Section 22: Other Terms and Conditions.

The County may fix such other reasonable terms and conditions of employment, as it may determine from time to time, relating to the Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the Agreement, the County Charter, or any other federal or state law.

Section 23: General Provisions.

A. The text of this written Agreement and any amendments approved by the County and executed by the Chair, Vice Chair and the Manager constitute the entire understanding between the parties with respect to the employment of James H. Gailey as the County Manager of the County of Cumberland.

B. This Agreement shall be binding upon the County Commissioners and the Manager, and their heirs, successors, and assigns.

C. This Agreement may be amended at any time during its term by written agreement by both parties.

D. This Agreement shall become effective upon execution.

E. Maine law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in the state courts of Portland.

F. Upon Manager's death, the County's obligation under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of all outstanding hospitalization, medical and dental bills by County insurance policies or plans; and

4. Payment of all life insurance benefits in accordance with the life insurance plan.

Section 24: Severability.

If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Section 25: Notices. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, first class, certified or registered mail, postage prepaid, addressed as follows:

1) County: Chair of Board of Commissioners
27 Northport Drive
Portland, Maine 04103

2) Manager: James H. Gailey
County Manager
28 Sandy Hill Road
South Portland, Maine 04106

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice or may be hand-delivered to the recipient. Notice shall be deemed given as of the date of personal service or three (3) days after the date of deposit of such written notice in the course of transmission in the United States Postal Service.

IN WITNESS WHEREOF, the County of Cumberland has caused this Agreement to be signed and executed on its behalf by its Chair, Vice Chair and the Manager has signed and executed this Agreement on the date first above written.

WITNESS	James H. Gailey, County Manager COUNTY OF CUMBERLAND, MAINE Dated:
WITNESS	Patricia Smith, Chair COUNTY OF CUMBERLAND, MAINE Dated:
WITNESS	Thomas Tyler, Vice Chair COUNTY OF CUMBERLAND, MAINE Dated:

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-086 **Agenda Date:** 7/20/2026 **Agenda #:**

Agenda Item Request

Approve the Agreement between the Town of Cumberland and Cumberland County for the sharing of radio equipment and associated resources.

Background and Purpose of Request

The town of Cumberland is in the process of making upgrades to their radio infrastructure located on the Eagles Nest Rd Tower in Gray. The Counties new radio infrastructure project has similar equipment in leu of duplicating the County of Cumberland and the town of Cumberland have agreed to share some equipment and costs that both agree are in the best interests of local and county tax payers.
The county currently pays Litchfield Tower:
July 1st 2026 - November 30th 2026 - $41,356.45
December 1st 2026 - June 30th 2027 - $60,794.02
Total annual 2027: $102,150.47
Total FUTURE Cumberland (town) annual rent to the county: $9,600.00
The Town of Cumberland will replace the existing batteries at the site with industry approved lithium batteries, significantly cutting the Counties liability in the future to outfit this site.
In 2024, the County Commissioners voted on a similar agreement between the County and the Town of Baldwin on the WMTW tower.

Funding Amount and Source

Revenue $800.00 per month for the first 12 months Commencing one (1) year from the date the town begins making site cost sharing payments, the monthly payment shall be increased annually by 3% from the preceding year.

Effective Date

One year from the effective date of this agreement, or upon installation of shared equipment.

Attachments

- Cumberland Town County Agreement Final

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-086 **Agenda Date:** 7/20/2026 **Agenda #:**

Agenda Item Request

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Effective Date

One year from the effective date of this agreement, or upon installation of shared equipment.

Attachments

- Cumberland Town County Agreement Final

CONTRACT AGREEMENT
between
Cumberland County, ME
and
Town of Cumberland, ME

Shared Use of Eagle Nest Radio Communications Resources

A. Purpose

This CONTRACT AGREEMENT outlines the terms and conditions for the Cumberland County ("County") to permit the Town of Cumberland, Maine ("Town") to use and occupy space within the County's Regional Communication's radio shelter located at 18 Eagles Nest Road in Gray, Maine (the "Shelter Room"), including shared use of specific radio equipment and resources listed in Exhibit A.

Moreover, this AGREEMENT promotes cooperative use of equipment and resources and expresses the mutual intent of both parties to explore future collaboration in sharing facilities and infrastructure. The County and the Town acknowledge the vital need to safeguard the safety and well-being of residents and taxpayers in their respective jurisdictions. They are dedicated to enhancing their joint capacity to share Public Safety Land Mobile Radio resources by establishing a wide-area regional communications system that enables direct connectivity between the County and Town systems.

Through this agreement, the parties seek to cultivate a spirit of cooperation, collaboration, and mutual support to optimize public safety communications, enhance interoperability, and address coverage gaps. This ensures reliable, robust communication support for Firefighters, Police Officers, Fire fighters, EMS, and other First Responders in critical life-safety scenarios.

B. Ownership

The County and the Town shall own and maintain its radio equipment and infrastructure associated with their radio network infrastructure.

C. Shelter Room Access and Use

1. County agrees to allow the Town to install and maintain communications equipment within the County's Shelter Room, subject to reasonable technical, safety, operational, and Litchfield Tower Company requirements necessary to ensure the continued reliability and integrity of the facility.
2. The Town shall not materially interfere with the County's operations.
3. Town and County agree to permit access to authorized personnel for the purposes of maintenance and/or repair of installed communications equipment. Authorized personnel shall include individuals authorized by the County's Regional Communicition Center's Director and/or Chief of the Cumberland Police Department.

D. Equipment Sharing

1. Where practical and mutually agreed upon, the parties may share equipment resources (e.g., racks, backup power systems, antennas, microwave links).
2. Shared use equipment is identified in Exhibit-A identifying specific assets and responsibilities.

E. Maintenance and Costs

1. Each party is responsible for the installation, operation, and maintenance of its own equipment, unless otherwise agreed.
2. All costs related to equipment space, electrical service, HVAC, and other utilities serving the Shelter Room are governed by separate agreements between each party and the Litchfield Tower Company.

F. Landlord Owner Approval

1. The parties acknowledge that the Shelter Room is owned or controlled by a third-party landlord/shelter owner, Litchfield Tower Co. (the "Landlord").
2. All work, modifications, or installations within the Shelter Room shall require prior review and approval by the Landlord.
3. Each entity shall have a separate agreement with the Landlord, and be solely responsible for all costs, fees, or requirements imposed by the Landlord as they relate to that entity's equipment or activities.

G. Right of Entry / Access Procedures

1. Access to the Shelter Room shall be permitted only to authorized personnel designated in writing by each entity.
2. The parties shall comply with the Landlord's access control procedures, including key or card issuance, alarm codes, sign-in/out logs, or escort requirements.
3. Except in emergency circumstances, advance notice of at least twenty-four (24) hours shall be provided to the other party and the Landlord prior to any planned access or work in the Shelter Room.
4. Each entity shall be responsible for ensuring that its employees, contractors, or agents comply with all security, safety, and site protocols while on site.

H. Insurance and Liability

1. Each entity shall be solely responsible for insuring its own equipment placed within the Shelter Room, including coverage for loss, theft, or damage.
2. Neither party shall hold the other, nor the Landlord, liable for any damage to or loss of its equipment, except to the extent caused by gross negligence or willful misconduct.
3. Each entity shall indemnify and hold harmless the other party and the Landlord from claims, damages, or liabilities arising out of that entity's installation, operation, or maintenance of its equipment.
4. Nothing herein shall be construed as a waiver of any immunities, limitations of liability, or defenses available to the Town and County under the Maine Tort Claims Act.

I. Future Cooperative Use

1. The parties acknowledge the potential benefits of additional collaboration in communications infrastructure.
2. Each entity agrees to consider in good faith requests from the other for shared use of existing or future facilities, equipment, or resources.
3. Such requests shall not be unreasonably withheld, provided that use does not compromise safety, system integrity, or regulatory compliance.

J. Licensing Responsibility

1. Each entity shall be solely responsible for securing and maintaining all necessary Federal Communications Commission (FCC) licenses and authorizations for its own radio equipment and operations.
2. Copies of active FCC licenses relevant to installed equipment shall be provided to the other party and to the Landlord upon request.

K. Interference Protection

1. Each entity shall operate its equipment in compliance with FCC regulations to avoid harmful interference to the other party's operations or to other licensed users.
2. If interference is reported or detected, both entities shall cooperate in good faith to identify the source, mitigate the issue, and restore compliant operation as quickly as possible.
3. Remedial Action - The entity responsible for causing interference shall bear the cost of corrective measures, which may include reconfiguration, filtering, frequency changes, or equipment replacement.

L. Modification

Any changes initiated by either party involving equipment that impact the operations of the other party, or that necessitate equipment upgrades by the other party, and fall within the scope of this AGREEMENT, must be mutually agreed upon. Such changes require a written modification to this AGREEMENT, which must be reviewed, signed, and dated by all parties involved. This written modification must be completed and fully executed before any equipment changes or upgrades are implemented to ensure that all Parties are aware of and consent to the operational and financial implications of the proposed modification or upgrade.

M. Term and Termination

1. This AGREEMENT will become effective as to each party hereto upon the party's execution of this agreement. The AGREEMENT will not terminate, but will extend through the life of the radio equipment and may be amended at any time by mutual agreement of the parties.

2. Either party may terminate this AGREEMENT with ninety [90] days' written notice.

N. **Site Cost Sharing.** Town shall pay COUNTY a monthly amount, commencing one year from the effective date of this agreement, or upon installation of shared equipment, whichever comes first. Payment shall be $800 per month for the first twelve months. Commencing one (1) year from the date Town begins making site cost sharing payments, the monthly payment shall be increased by 3% from the preceding year.

O. **Cooperation:** The Parties will cooperate and use their best efforts to ensure that the various provisions of this AGREEMENT are fulfilled. The parties agree in good faith to undertake resolutions of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this AGREEMENT.

P. **Notices:** Each Party agrees to keep their contact information, including physical addresses and email addresses, up to date with the other Parties. Any Party may update their contact information by giving written notice to the others. Notices, requests, demands, or changes will be considered effective upon receipt if delivered by email or certified mail. All Parties agree to promptly acknowledge receipt of any notice or request and to provide confirmation when requested.

CONTRACT AGREEMENT
between
Cumberland County, ME
and
Town of Cumberland, ME

Shared Use of Eagle Nest Radio Communications Resources

Signature Page

This Memorandum of Understanding was entered into on this _____ day of _____, 2026.

Town of Cumberland

By: _____

Printed: _____

Title: _____

Date: _____

Cumberland County

By: _____

Printed: _____

Title: _____

Date: _____

CONTRACT AGREEMENT
between
Cumberland County, ME
and
Town of Cumberland, ME

Shared Use of Eagle Nest Radio Communications Resources

Exhibit-A

Town of Cumberland Site Equipment and Shared County Equipment Schedule

Town of Cumberland Site Equipment

Item	Quantity
Police & Fire RF equipment: repeaters, voter, network equipment, etc	2
GPS synchronization	1
11 GHz microwave radio & network	1

Town of Cumberland and County Shared Site Equipment

Item	Responsibility
Transmitter Combiner, Receiver Multicoupler, and antenna system	County owned equipment: Town to purchase and install combiner expansion and installation for the proposed town repeaters.
DC Rectifier equipment	County owned equipment: Town to purchase expansion card for the County rectifier.
Batteries	County owned equipment: Town to purchase lithium battery set to replace current County batteries & maintain current loading.

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-083 **Agenda Date:** 7/20/2026 **Agenda #:**

Agenda Item Request

Approve the use of the County's Opioid Settlement funds for Cumberland County Public Health prevention pilot project.

Background and Purpose of Request

The County also receives about $200,000 a year in opioid settlement funds that up until now have been mostly used for coordination and interventions on the harm reduction, treatment and recovery side of the problem. CCPH staff have done incredible prevention work across the county by partnering with schools, recreation departments, community-based organizations, parent groups, healthcare providers, and many more, to implement evidenced based strategies. Yet prevention gaps remain. A primary prevention gap identified in *Cumberland County Public Health's 2023-2027 Assessment and Action Plan for the Opioid Settlement Fund* is "a scarcity of multi-tiered behavioral health and case management services for socially & emotional vulnerable children and families, impacting whether and how children arrive at school."

Over the past two years, a few Cumberland County Public Health prevention staff have been planning and concept testing a pilot project focused on middle school aged children who have been impacted by opioids with the goal of increasing the presence of protective factors and decreasing their risks for behavioral health problems. Being chronically absent from school has been identified as a key risk factor.
Responding to an urgent need to re-engage students and families in schools, CCPH proposes supporting school districts most impacted by opioid use to design a comprehensive Home Visiting program focused on building trusting relationships with families, breaking down barriers to attendance, and getting students back to school. This project would be funded by the County's opioid settlement funding.
Please see the memo for more detailed information.

Funding Amount and Source

$105,000 in FY27. $265,000 from FY27-29

Effective Date

August 1, 2026

Attachments

- Memo on Cumberland County Public Health Opioid Settlement Prevention Project Summary and Budget

Maine Cumberland County

Position Paper for Agenda Item

To: Cumberland County Board of Commissioners

From: Liz Blackwell-Moore

Date: July 20, 2026

Subject: Cumberland County Public Health Opioid Settlement Prevention Project

Requested Action

Approve the use of the County's Opioid Settlement funds for a prevention pilot project.

Background and Purpose of Request

The County also receives about $200,000 a year in opioid settlement funds that up until now have been mostly used for coordination and interventions on the harm reduction, treatment and recovery side of the problem. CCPH staff have done incredible prevention work across the county by partnering with schools, recreation departments, community-based organizations, parent groups, healthcare providers, and many more, to implement evidenced based strategies. Yet prevention gaps remain. A primary prevention gap identified in *Cumberland County Public Health's 2023-2027 Assessment and Action Plan for the Opioid Settlement Fund* is "a scarcity of multi-tiered behavioral health and case management services for socially & emotional vulnerable children and families, impacting whether and how children arrive at school."

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Responding to an urgent need to re-engage students and families in schools, CCPH proposes supporting school districts most impacted by opioid use to design a comprehensive Home Visiting program focused on building trusting relationships with families, breaking down barriers to attendance, and getting students back to school. This project would be funded by the County's opioid settlement funding.
Please see the memo for more detailed information.

Funding Amount and Source

$105,000 in FY27. $265,000 from FY27-29

Effective Date

August 1, 2026

Attachments

- Memo on Cumberland County Public Health Opioid Settlement Prevention Project Summary and Budget

Cumberland County
Public Health

Memo to the Commissioners

July 20, 2026
From: Liz Blackwell-Moore
Subject: Cumberland County Public Health Opioid Settlement Prevention Project Summary and Budget

Background and Context
We all want young people in our community to have the opportunity for health and thriving. Preventing substance use disorder is a key strategy for meeting that goal. Yet funding for prevention is extremely limited, making up about 1-2% of the total spent on addressing the problem. Additionally, not all efforts in the name of prevention have their intended outcome. The most impactful prevention efforts are grounded in the science of prevention and are community driven. They target the root causes of the problem, change the policies, systems, and environments that affect daily life, and/or improve the conditions that shape health. Most importantly, they are designed to make lasting change.

Cumberland County Public Health receives about $300,000 a year in state funding specifically for substance use prevention through the Maine Prevention Network grant. The County also receives about $200,000 a year in opioid settlement funds that up until now have been mostly used for coordination and interventions on the harm reduction, treatment and recovery side of the problem. CCPH staff have done incredible prevention work across the county by partnering with schools, recreation departments, community-based organizations, parent groups, healthcare providers, and many more, to implement evidenced based strategies. Yet prevention gaps remain. A primary prevention gap identified in *Cumberland County Public Health's 2023-2027 Assessment and Action Plan for the Opioid Settlement Fund* is "a scarcity of multi-tiered behavioral health and case management services for socially & emotional vulnerable children and families, impacting whether and how children arrive at school."

Over the past two years, a few Cumberland County Public Health prevention staff have been planning and concept testing a pilot project focused on middle school aged children who have been impacted by opioids with the goal of increasing the presence of protective factors and decreasing their risks for behavioral health problems. Being chronically absent from school has been identified as a key risk factor. Students who miss more than 10% of school days, the definition of chronically absent, are less likely to read proficiently by third grade, more likely to fail in middle school and eventually, more likely to drop out of high school. In 2025, a quarter of all students in Maine were chronically absent from school. Children from economically disadvantaged households were two times more likely to be chronically absent than their non-economically disadvantaged peers (35% vs. 16%).

Responding to an urgent need to re-engage students and families in schools, CCPH proposes supporting school districts most impacted by opioid use to design a comprehensive program focused on building trusting relationships with families, breaking down barriers to attendance, and getting students back to school. This project would be funded by the County's opioid settlement funding.

Why Home Visits?
Supportive Home Visitation is a targeted (Tier II) student intervention that serves as part of a comprehensive system of support for families whose students are struggling with consistent attendance. Its mission is to build trusting relationships with families to ultimately positively impact students' engagement and attendance.

Cumberland County
Public Health

Students at-risk of or already chronically absent and disengaged from school are identified by the school. Home visits are scheduled opportunities for a pair of home visitors to go to the home of an identified student to meet with a parent or guardian for the purpose of strengthening the school-family relationship in a positive and relational manner. Supportive Home Visitation has been shown to significantly improve school attendance, increase trust between families and school staff, and improve educational outcomes for students.

Description of the Pilot Project
The purpose of the project is to support schools to identify and partner with families to improve student attendance and family engagement through supportive home visits.

Critical components of the pilot project include:

- Schools identify a team of 3 or more school staff to work with CCPH to co-design a plan to implement the supportive home visitation pilot.
- School and CCPH staff identify additional partners, i.e. community-based providers and organizations, to bolster basic needs and other resources that support attendance and family engagement.
- Use chronic absence data to prioritize who receives home visits.
- Create and/or build out systems to review attendance data and other social measures of well-being over time to allow for continuous improvement.
- Identify a team of home visitors. Home visitors may be any willing school staff member with a supportive mindset including administrators, teachers, student support staff, family liaisons, or community partners.
- Identify & train home visitors to implement supportive home visits according to the available research-based models.
- Support collaborative spaces for home visitors to debrief their visits with families.
- Identify a mechanism for evaluation and data collection for families participating in the home visiting pilot.

Criteria for schools: Preference will be given to communities who have been disproportionately impacted by opioids and substance use disorder. Other factors for inclusion include schools with higher rates of chronic absenteeism, schools that utilize an Multi Tiered System of Support framework for assessing student well-being, and communities with higher rates of families for economically disadvantaged households.

Proposed Budget:
School Funding needs:
Partner Schools would be eligible for a grant to pay for these kinds of expenses:

- Staff time for project design and ongoing project management
- Stipends for Home Visitors (teachers and staff doing visits outside of their contracted work hours)
- Materials that support families with attendance (e.g. alarm clocks)

Max award per school: $15,000
Total allocation for schools for FY2027: $30,000

CCPH Funding needs:
Additional Settlement funds are needed to support coordination and implementation of the Supportive Home Visitation pilot project. These funds will support CCPH staff time to execute the following components of the project:

- Facilitate school-based implementation teams
- Support development of data systems for measuring impact

- Provide guidance on best-practice models for home visits
- Support district staff in developing implementation plans
- Support training for home visitors
- Support post-visit debriefs/community of practices
- Manage evaluation and reporting

Total allocation for project coordination:
24 staff hours for 52 weeks = $75,000

Project Budget for FY 2027:
Schools: $30,000
CCPH staff time: $75,000
Total: $105,000

Funds would come from the County's opioid settlement funds. Here is a summary of Cumberland County's opioid settlement fund and the proposed project spending for year 1 of the project.

Project funding for subsequent 2 years: After the pilot year, CCPH would need approximately $80,000 each year for two more years to continue the project with two school districts in order to work through barriers, measure outcomes, and ensure adoption of the model. Total Funds for the project over 3 years would be about $265,000.

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-084 **Agenda Date:** 7/20/2026 **Agenda #:**

Agenda Item Request

County Commissioners position on Option 2 of the Northern New England Passenger Rail Authorities feasibility study for a new train station in Portland.

Background and Purpose of Request

The Northern New England Passenger Rail Authority (NEPRA) has been communicating with the Sheriff and me for over the last six months concerning its efforts to relocate the Amtrak Station to a site along St. Johns Street in Portland.

The Authority has gone through a feasibility study to explore potential sites a station could operate. The study was commissioned to explore locations that would provide efficiencies in Amtrak operations as they continue to focus on providing service north of the City. Currently, the trains need to back-up from the station to the mainline in order to head north out of the current station. This movement adds fifteen to twenty minutes to the route schedule. One of the locations the study brings forward is located behind the “Railroad Building” on St. John Street, adjacent to the old Union Station site (now a strip mall). This site appears to be in conflict with County Jail operations and security, as a station would span across the railroad lines and operate from both sides of the tracks, coming within 39-feet of the County Jail.

The Sheriff and I have expressed concerns due to its proximity to the Jail and hindering its operations.

NEPRA has requested that the County Commissioners taking a position on whether this location is acceptable to the County.

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: TMP-809 **Agenda Date:** 7/20/2026

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The Authority has gone through a feasibility study to explore potential sites a station could operate. The study was commissioned to explore locations that would provide efficiencies in Amtrak operations as they continue to focus on providing service north of the City. Currently, the trains need to back-up from the station to the mainline in order to head north out of the current station. This movement adds fifteen to twenty minutes to the route schedule. One of the locations the study brings forward is located behind the “Railroad Building” on St. John Street, adjacent to the old Union Station site (now a strip mall). This site appears to be in conflict with County Jail operations and security, as a station would span across the railroad lines and operate from both sides of the tracks, coming within 39-feet of the County Jail.

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NEPRA has requested that the County Commissioners taking a position on whether this location is acceptable to the County.

Memorandum

To: Patricia Quinn, Executive Director
Northern New England Passenger Rail Authority
75 W Commercial Street, Suite 104
Portland, Maine 04101

Date: 1/21/2026

Project #: 55095.21

Re: NNEPRA Downeaster Portland Train Station Relocation – Site 2 vs. Site 3 Cost Comparison

Background

As part of the Portland Station Relocation project, the Northern New England Passenger Rail Authority (NNEPRA) reviewed three potential sites for relocating the Portland Station. Site 1, located north of the Congress Street grade crossing, was removed from further consideration due to significant operational and safety challenges associated with that location. Site 2 is located approximately 1,000 feet south of the Congress Street grade crossing, immediately north of the existing MaineHealth parking garage on St. John Street. Site 3 is located approximately 2,300 feet south of the Congress Street grade crossing, between St. John Street and the Mercy Hospital campus, and south of the railroad switch to the Mountain Division. NNEPRA's preferred alternative is Site 3, as documented in the Portland Train Station Relocation Planning Report (December 2024). https://www.nnepra.com/wp-content/uploads/2025/08/2024-12-5-NNEPRA-PTS-Relocation-Site-Alternatives-Analysis-Summary-Report.FINAL_.pdf.

Cost Comparison

This memorandum presents a comparison of the conceptual level opinion of probable project costs for a station located at Site 2 versus a station located at Site 3. The concept layouts utilized to inform these estimates are referenced in this analysis and attached to this memorandum. The costs presented in this memorandum are informed by PCM Company of Portland, Maine, a professional cost estimator that developed an estimate of construction cost for the station building and abutting improvements, along with CSX and VHB for rail and site improvements based on conceptual level planning inputs, as described in Table 2.

Costs have been adjusted to the year of anticipated expenditure by applying an inflation cost factor of 3% per year adjusted by line item to the year of anticipated expenditure (2027 design/acquisition, 2029 construction midpoint, 2030 project completion) for most tasks. For the station construction cost (Task 3.1 in Table 1), PCM has applied a custom factor for inflation within their estimate. Future refinement of costs will occur as the project proceeds with refined design plans, including future phases of schematic design, design development, and construction documents; however, the relative difference of costs between the two sites is identifiable at this phase of project planning.

Memorandum

Table 1 – Portland Station Relocation Cost Comparison for Site 2 vs. Site 3

Portland Station Relocation - Project Cost Comparison - Site 2 vs. Site 3		
Task/Subtask	**Site 2 Estimated Cost ***	**Site 3 Estimated Cost ***
Task 1 - Project Administration and Management	$550,000	$550,000
Total Estimated Cost - Task 1	**$550,000**	**$550,000**
Task 2 - Final Design		
- Task 2.1 - Final Design	$7,260,000	$5,250,000
- Task 2.2 - Construction Engineering	$9,070,000	$6,560,000
Total Estimated Cost - Task 2	**$16,330,000**	**$11,810,000**
Task 3 - Relocate Station		
- Task 3.1 - Station Relocation Construction (PCM)	$33,800,000	$33,800,000
- Task 3.2 - Property Acquisitions and/or Easements**	$1,960,000	$4,040,000
- Task 3.3 - Parking Garage Structure	$12,550,000	$0
- Task 3.4 - Additional Site 2 Specific Costs	$790,000	$0
Total Estimated Cost - Task 3	**$49,100,000**	**$37,840,000**
Task 4 - Associated Track and Signal Work		
- Task 4.1 - Track Improvements	$5,070,000	$5,070,000
- Task 4.2 - Signal Improvements	$4,840,000	$4,840,000
- Task 4.3 - Station Track + Grade XING Warning System	$3,380,000	$0
Total Estimated Cost - Task 4	**$13,290,000**	**$9,910,000**
Task 5 - Project Closeout - Final Performance Report	$60,000	$60,000
Total Estimated Cost - Task 5	**$60,000**	**$60,000**
	Site 2 Project Cost Total	**Site 3 Project Cost Total**
	$79,330,000	**$60,170,000**

*Assumes 3% inflation per year adjusted by line item to year of anticipated expenditure (2027 design/acquisition, 2029 construction midpoint, 2030 project completion), except for Task 3.1 station construction cost, as PCM has applied a custom factor for inflation for those construction costs within their estimate.

**Task 3.2 does not include costs associated with anticipated eminent domain litigation associated with Site 2.

Table 2 - Cost Descriptions by Task

Task 1 - Project Administration and Management	Costs associated with NNEPRA's administration and management of the project; costs are the same for both Site 2 & Site 3, escalated to 2028 dollars (midpoint of project)
Task 2.1 - Final Design	Assumes 12% of construction cost for design engineering (typical of MaineDOT Projects); no escalation applied directly to this Task as this is a % of construction cost
Task 2.2 - Construction Engineering	Assumes 15% of construction cost for construction engineering (typical of MaineDOT Projects); no escalation applied directly to this Task as this is a % of construction cost
Task 3.1 - Station Relocation Construction (PCM)	New station construction costs (building + platforms) along with site improvements associated with station construction. Estimate developed by PCM (updated November 2025) with escalation/inflation and contingency factors built into estimate. Same cost carried for both sites (Site 2 & Site 3).
Task 3.2 - Property Acquisitions and/or Easements	Property acquisition estimate for land and building acquisitions based on 2025 Portland Assessor values with certain premiums and relocation costs applied to generally follow MaineDOT acquisition guidance, escalated to acquisition year of 2027.
Task 3.3 - Parking Garage Structure	Based on market input from local Construction Management firm(s), assumes $50k / space for precast garage, escalated to 2029 dollars. Only applies to Site 2.
Task 3.4 - Additional Site 2 Specific Costs	Site 2 has certain site-specific costs that were not carried in Task 3.1, specifically access improvements to St John (2 locations) w/ an ADA lift at south access, plaza sidewalk improvements along storefronts, fence along CSX ROW (no fence at Site 2; fence exists at site 3), reconstructed existing stormwater storage system, and driveway improvements at jail. Costs estimated by VHB and escalated to 2029 dollars.
Task 4.1 - Track Improvements	Offsite track improvements were identified by CSX to allow for increased efficiency and safety of freight and passenger rail operations to allow for a station on the main line. The costs for these improvements were estimated by CSX and escalated to 2029 dollars and are the same scope/costs applied for a station at Site 2 and Site 3.

Memorandum

Task 4.2 - Signal Improvements	Offsite signal improvements were identified by CSX to allow for increased efficiency and safety of freight and passenger rail operations to allow for a station on the main line. The costs for these improvements were estimated by CSX and escalated to 2029 dollars and are the same scope/costs applied for a station at Site 2 and Site 3.
Task 4.3 - Station Track + Grade XING Warning System	A station at Site 2 would require 1,800 linear feet of station track which would cross Congress Street, replacement of the physical crossing gate / signal hardware at Congress Street, and an Automatic Highway Grade XING Warning System for the signal at Congress Street, along with switches and other rail equipment. The costs for these improvements were estimated by the VHB Transit & Rail group and only apply to Site 2. These costs were escalated to 2029 dollars.
Task 5 - Project Closeout - Final Performance Report	Costs associated with NNEPRA's closeout of the project; cost is the same for both Site 2 & Site 3 and escalated to 2030 project completion

Conclusion

Constructing a station at Site 2 will cost approximately $19M more than constructing a station Site 3, or a 32% higher overall project cost. The higher project cost for a station at Site 2 is due to station track and crossing improvements, and a need to construct structured parking at Site 2, along with several other site-specific items as described under Task 3.4 in Table 2.

Attachments:

- Site 2 Conceptual Station Layout
- Site 3 Conceptual Station Layout

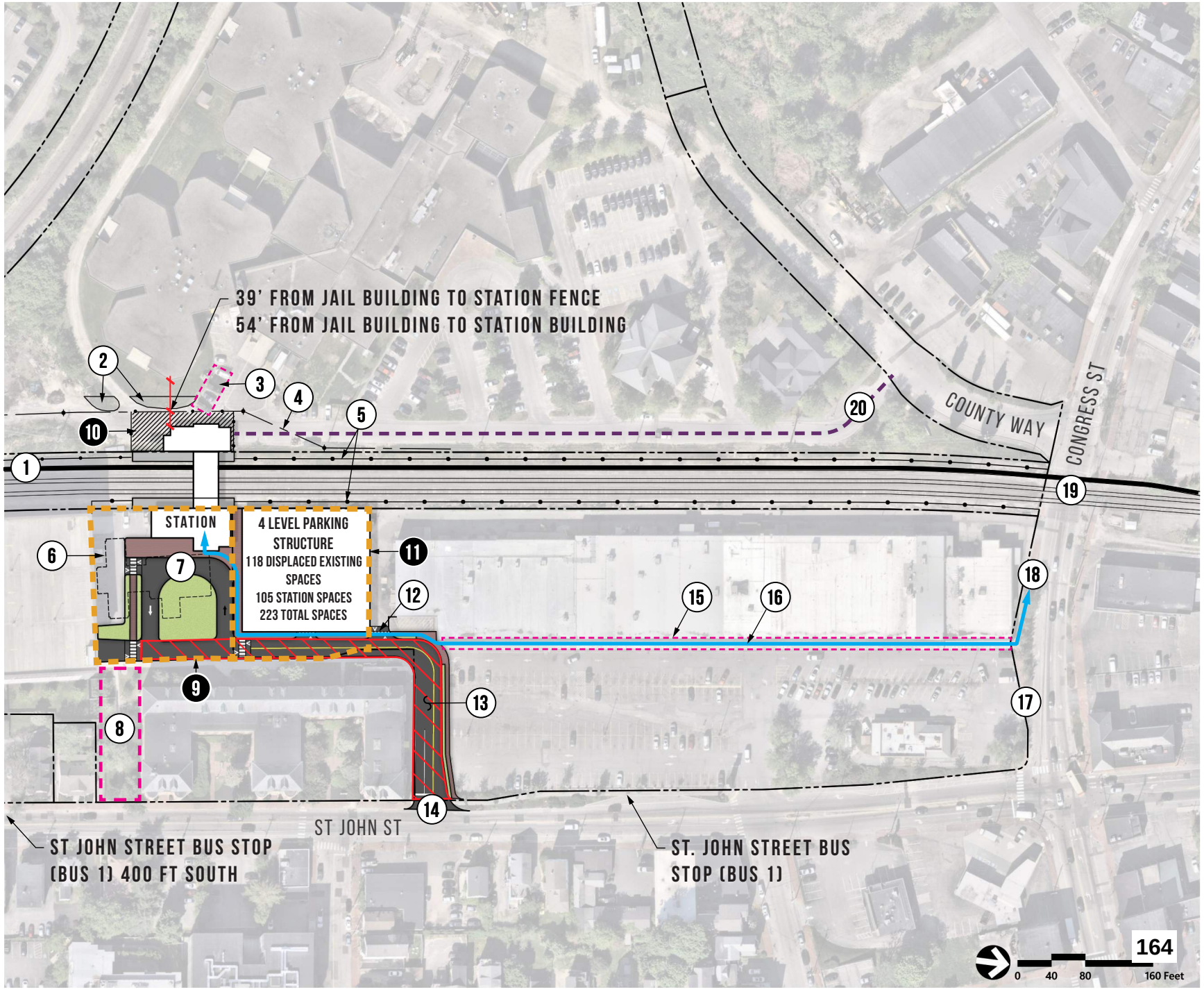
SITE 2

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7. Passenger drop off
8. Access Improvements to St John St including ADA lift/elevator
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10. Property acquisition from County ~5,720 sf
11. Property Acquisition from 966 St John St (MMC Realty Corp): 27,000 SF
12. Maintenance access to back of plaza
13. MMC shuttle access intermixed with station access
14. Primary vehicular access point and pedestrian sidewalk
15. Pedestrian access improvements (driveway / parking impacts)



Existing plaza has constrained pedestrian & vehicle access thru this corridor

16. Travel length from Congress St. bus stop ~1,200 feet
17. Potential restriction to right turn in traffic from Congress St.
18. Congress and Union Square Plaza bus stop (Bus 1, 7 & 9B)
19. Congress St. grade crossing modifications (signal upgrades + 3rd track)
20. Easement or access agreement for maintenance and emergency access/egress



Site 3

FORE RIVER PARKWAY TRAIL

Fore River Parkway

EXISTING PEDESTRIAN/BICYCLE ACCESS

PROPOSED PEDESTRIAN/BICYCLE ACCESS

PROPOSED PEDESTRIAN/BICYCLE ACCESS

APPROXIMATE LOCATION FOR STATION

OVER-TRACK PEDESTRIAN ACCESS

TRAIN STATION

St John Street

0 30 60 120 Feet

NNEPRA DOWNEASTER

PORTLAND TRAIN STATION RELOCATION PROJECT

PORTLAND, MAINE

PROJECT INFORMATION	
DATE	12/16/2024
DESIGNER	VHB
RAILROAD OWNER	CSX
REVISIONS 1	
REVISIONS 2	
REVISIONS 3	
REVISIONS 4	
REVISIONS 5	
PROJECT COMPLETION DATE	

PORTLAND TRAIN STATION
PORTLAND STATION RELOCATION

SHEET NUMBER

BERN
STEIN
SHUR

Bernstein, Shur,
Sawyer & Nelson, P.A.
100 Middle Street
PO Box 9729
Portland, ME 04104-5029

T (207) 774 - 1200
F (207) 774 - 1127

Memorandum

To: Patricia Quinn

From: Mary Costigan

Date: January 20, 2026

RE: Summary Comparison of Train Station Locations

This memo compares the project components necessary to construct and operate a Portland Amtrak Downeaster train station along the CSX mainline on the downtown Portland peninsula at either Site #2 or Site #3. The two sites, only 1,200 feet apart on the same side of the street and separated by one building and a parking garage, have similar potential for improving access and mobility and spurring economic development. However, Site #3 achieves higher benefits at lower cost, without the considerable feasibility obstacles and risks of Site #2.

At Site #2, the platform east of the tracks would be located behind the building at 222 St. John Street, between the Union Station Shopping Plaza building and the MaineHealth employee parking garage. The platform on the west side of the tracks would be located adjacent to the Cumberland County Jail, with the station building partially located on County Jail property. At Site #3, the platform on the east side of the tracks would be located on St. John Street between Ferguson Plumbing Supply and the Barber Tyson Foods. The platform west of the tracks would be located adjacent to the Northern Light Mercy Hospital employee parking lot, with the station building partially located on Northern Light Mercy Hospital property.

In addition, this memo reiterates the need for relocation and why remaining at the current location at the Portland Transportation Center (PTC) on Thompson's Point is not a viable option if regional goals are to grow rail ridership through reduced travel time, improved on-time performance, and expanded service frequency in accordance with the Maine State Rail Plan[1] and Transit Tomorrow.[2]

[1] Maine State Rail Plan, Cambridge Systematics for MaineDOT, March 2023.
https://www.maine.gov/dot/sites/maine.gov.dot/files/docs/ofps/docs/railplan/MaineStateRailPlan.pdf
[2] Transit Tomorrow, AECOM for Greater Portland Council of Governments, March 2021
https://www.gpcog.org/176/Transit-Tomorrow

I. Railroad Needs

A. Site #2

1. In addition to the existing double track configuration, Site #2 requires a station track, resulting in three tracks extending across Congress Street.
2. Due to its location in proximity to the grade crossing at Congress Street, Site #2 will require signal and grade crossing reconfigurations.
3. The proximity to the grade crossing at Congress Street will result in longer gate-down times compared to existing conditions. Mitigations are possible, but none that would result in gate closure times that match existing conditions. Safety is a serious concern and a station adjacent to a grade crossing increases risk to vehicles and pedestrians.
4. CSX Transportation and Amtrak have expressed concerns about the additional risk associated with the proximity of Site #2 to the Congress Street grade crossing

B. Site #3

1. The proximity of Site #3 to the Mountain Division Branch Line and the Portland Layover Facility (PLF) increases the fluidity of passenger and freight train operations, so a third station track is not required.
2. A station at Site #3 will be located outside of the signal circuit and will have no impact on the Congress Street grade crossing.
3. Locating a station at Site #3 will not impact the gate closure times beyond existing conditions.
4. CSX Transportation and Amtrak have expressed support for development of an Amtrak Downeaster station at Site #3.

II. Property Needs

The project will be funded with federal dollars which prohibits land negotiations until the National Environmental Policy Act (NEPA) process is complete. Therefore, although NNEPRA has engaged in initial conversations with property owners to make them aware of the project, no negotiations have begun.

A. Site #2

1. The platform and elevator towers on the west side of the tracks would be located partially on property owned by Cumberland County. The station building would be situated approximately 54 feet from the jail.
    a. NNEPRA would need to acquire approximately 5,700 sq. ft. of County property.
    b. Jail perimeter road and maintenance access would need to be reconfigured.
    c. Jail parking spaces would need to be relocated.
    d. An access agreement or easement would need to be obtained for emergency access/egress from platform on County property.
    e. The County is not in favor of the project at Site #2 and is unwilling to sell the necessary property to NNEPRA.

f. Eminent domain is not available to NNEPRA for the County property. Thus, without the County's voluntary sale of property, there can be no platform on the west side of the tracks at Site #2. Dual platform access for Amtrak Downeaster trains is a project requirement. Emergency access/egress from both sides of the tracks is also required to meet safety code.

2. Station access, passenger amenities, parking, platform, and elevator towers on the east side of the tracks would be located on property owned and/or leased by MaineHealth.
    a. NNEPRA would need to acquire approximately 27,000 sq. ft. of property from MaineHealth and an additional 32,600 sq. ft. from Cowcatcher LLC, on which MaineHealth has a long-term lease.
    b. The underground stormwater facility located adjacent to the MaineHealth garage would need to be reconstructed.
    c. MaineHealth has consistently opposed the construction of an Amtrak Downeaster station on its property and will not willingly sell the property to NNEPRA. An eminent domain proceeding would result in a lengthy and costly legal battle.
3. A fence would need to be installed along the CSX right-of-way.

B. Site #3
1. The platform and elevator towers on the west side of the tracks would be located partially on property owned by Northern Light Mercy Hospital.
    a. NNEPRA would need to acquire approximately 2,000 sq. ft. of land from Northern Light to support the platform and acquire easements to allow for pedestrian access to the station from the Fore River Parkway.
    b. Northern Light has expressed a willingness to negotiate with NNEPRA on the property needs and also a potential phased approach to future parking and vehicular access, however negotiations cannot take place until NEPA is complete.
2. Station access, passenger amenities, parking, platform, and elevator towers on the east side of the tracks will be located on property owned by three separate entities.
    a. NNEPRA has been in contact with property owners who appear willing to negotiate, however negotiations cannot take place until NEPA is complete.
3. A fence would need to be installed along the CSX right-of-way.

III. Parking

A new Amtrak Downeaster station in Portland must provide parking for 105 cars.

A. Site #2
1. The station facility and access at Site #2 would displace 118 existing parking spaces which support MaineHealth and 222 St. John Street.
2. A new 4-story shared parking structure for approximately 223 spaces would need to be constructed south of the Union Station Shopping Plaza.

3. Access from St. John Street would need to be improved to allow for safe ADA compliant station access for pedestrians and for safe bicycle access to and through the shared traffic lane.

B. Site #3
    1. Existing buildings at 108, 130 and 154 St. John Street will need to be removed to accommodate 105 surface parking spaces.
    2. One-way traffic will circulate through the lot and to the station drop-off area and directly back out to St. John Street.
    3. NNEPRA is exploring the potential for parking and vehicular circulation on the west side of the tracks, creating access to and from the Fore River Parkway.

IV. Additional Considerations

A. Site #2
    1. The station at Site #2 will cost approximately $79.3M to acquire, design, and construct.
    2. There is no potential for vehicle or pedestrian access to or from the platform or station facilities on the west side of the tracks.
    3. The station is within a ½ mile walking distance of more than 9,000 jobs but does not include the Northern Light Mercy Hospital campus.
    4. The station at Site #2 would not be visible from the street because it would be located behind 222 St. John St., between two parking garages, and adjacent to the County Jail.
    5. The site is currently serviced by METRO and BSOOB transit routes on Congress Street, approximately 1,200 feet from the station. The site is also serviced by one METRO and one BSOOB transit route on St. John Street.
    6. The station, access facilities, and parking garage will reduce the square footage available for future transit-oriented development on the MaineHealth property.
    7. Station access and circulation will be shared with the MaineHealth employee shuttle, which operates over 600 times per day, as well as Union Station Plaza patrons, creating congestion and pedestrian safety concerns.

B. Site #3
    1. The station facility at Site #3 will cost approximately $60.1M to acquire, design, and construct.
    2. Vehicular access will occur via St. John Street with pedestrian access from both St. John Street and the Fore River Parkway.
        a. The potential for vehicular access from the Fore River Parkway is under consideration.
        b. Pedestrian access and the streetscape along the south end of St. John Street will be improved as will pedestrian access via

the Fore River Parkway.

3. The station is within ½ mile walking distance of more than 9,000 jobs including the Northern Light Mercy Hospital campus.
4. The station will be visible from St. John Street, the Fore River Parkway, the Veteran's Memorial bridge, and I-295.
5. The site is currently served by one METRO and one BSOOB transit route on St. John Street, approximately 300 feet from the east platform, and also on the Fore River Parkway, approximately 500 feet from the west platform.
    a. Additional bus service can be expanded to meet demand. METRO has expressed a willingness to increase service to the new train station once relocated.
    b. Potential connection to the PTC via Concord Coach Lines is under consideration via the Fore River Parkway.
6. The station will have an open and accessible accessway and vehicular circulation area used solely for station patrons.
7. The station will create new bike/pedestrian connectivity between the St. John Street corridor and the Fore River Parkway and trail.
8. Due to its location south of the Mountain Division Branch Line, future east/west transportation connections remain possible.
9. Redevelopment of the Union Station Shopping Plaza property will be unrestricted and redevelopment of parcels along St. John Street is foreseeable, all within ½ mile walking distance of the station.

V. **Thompson's Point is not a Viable Option**

A. The current station at the PTC on Thompson's Point is located on the Mountain Division Branch Line. This location requires additional train maneuvers totaling 15 minutes of additional travel time for passengers traveling through Portland or arriving in Portland from the north, and a total of 5 minutes for passengers traveling from Portland to points south, or from points south arriving in Portland.
B. Required switching of tracks and changing directions on the mainline causes train congestion that reduces on-time performance and limits future service growth and expansion across the region.
C. The PTC is within a ½ mile walking distance of only 3,000 jobs. Commuters do not use the Downeaster to get to Portland because the station is not walkable to major employers and it is quicker to drive.
D. The current location interferes with the movement of freight.
E. Keeping the station at the existing location is inconsistent with the recommendations of the Maine State Rail Plan and Transit Tomorrow.
F. The results of these factors are significant:
    1. People choose to drive instead of taking the train, resulting in more cars in downtown Portland competing for parking and increased vehicle emissions.
    2. The additional train maneuvers result in significant operating costs

and fuel consumption. In 2023, the maneuvers used an additional 3,650 hours of crew time and 8,600 more gallons of fuel than required with a mainline station – totaling close to a million dollars annually in extra costs for passengers and Maine taxpayers.

VI. Conclusion

Moving the Portland Amtrak Downeaster train station to the mainline is the best decision for rail passengers, rail operators, the region, and the City. Station relocation will reduce travel time and bring riders closer to their places of work, resulting in fewer cars on the road and in the City. A location on the mainline also opens the door for future expansion of service.

Locating the station on St. John Street will result in foreseeable development and improvement to that corridor. Of the two options for locations on the mainline, Site #2 is not viable due to a lack of property availability, as well as access, safety and compatibility concerns. Site #3 has many advantages, including the ability to access the station from both St. John Street and the Fore River Parkway and neutral impacts on the Congress Street grade crossing.

The potential for financial assistance to relocate the train station is a tremendous opportunity that should not be missed.

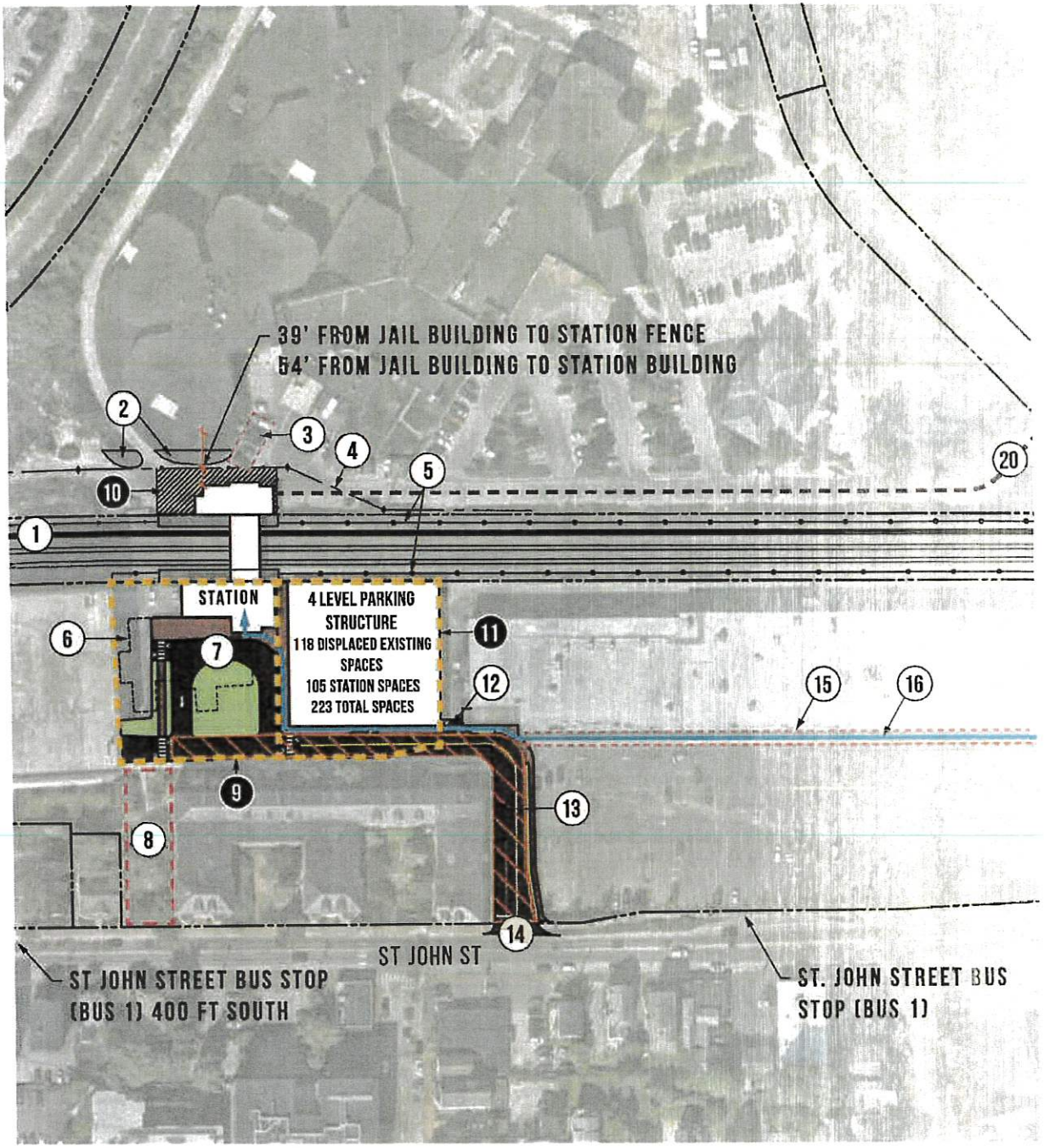
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CUMBERLAND COUNTY SHERIFF'S OFFICE

Kevin J. Joyce
SHERIFF
Brian R. Pellerin
CHIEF DEPUTY

36 County Way, Portland, Maine 04102 Phone (207)774-1444 – fax (207)828-2373

June 8, 2026

Dear Ms. Quinn,

I am writing to provide additional context regarding the Northern New England Passenger Rail Authority's (NNEPRA) proposal to construct a train station and loading dock adjacent to St. John Street. Based on recent discussions I have had with staff and attorneys of NNEPRA I understand that the City's preferred location is what is described as site #2, which is situated on or immediately adjacent to the Cumberland County Jail.

While I won't speak on behalf of the Cumberland County Commissioners regarding sale of property, or potential use of county-owned property, I will speak as the Sheriff on behalf of public safety. For the past 33 years, the current Cumberland County Jail has been located on County Way in Portland. One of the most frequent comments and concerns made by community members has been the close proximity of the facility to the railroad corridor. Although the jail's location is a now longstanding reality, intentionally introducing a public transportation hub a mere 54 feet from the largest county jail has a high level of operational safety concerns for both law enforcement and corrections. It would create an entirely new set of challenges that warrant serious consideration.

Unfortunately, when the Cumberland County Jail was built in 1993, it was built as an open campus. Meaning, individuals have access to the property from multiple directions, including County Way, Congress Street, The Fore River Parkway, and the railroad tracks. This open campus concept may have reflected the security environment of the time; however, today's public safety realities are considerably different.

In the past 33 years, the Sheriff's Office campus has managed a number of incidents that show just how vulnerable unrestricted access to the campus is.

- We have had the father of a sexual assault victim attempt to run down their daughter's assailant with a Hummer upon release from the jail, and when the individual got into the awaiting vehicle, the Hummer repeatedly rammed the vehicle to the point of being pushed up against the jail. It wasn't until the police took the operator of the Hummer down at gunpoint did the ramming stop.
- There have been several incidences of vehicles speeding into the parking lot of the Cumberland County Jail complex and driving up to the entry doors of the jail and law enforcement center, as if they were going to drive through the entry doors. As a result, we have had to place large

granite blocks in front of the doors of the jail, law enforcement center and community corrections building to discourage any future breach to our buildings.

- In recent years, a police pursuit came onto our campus and drove around the back of the jail which is supposed to be prohibited to anyone not an employee of the Cumberland County Sheriff's Office.
- There have been a number of occasions whereby pedestrians and homeless individuals have been caught walking behind the jail and are asked to leave.
- With an increase in the homeless population within the city, we are constantly evicting homeless individuals who are setting up camp on the Cumberland County Sheriff's Office campus.
- Last year, we had a protest at the jail. I had to schedule a large number of staff members to make sure that the safety and security of the jail remained intact.

If resources permitted, I would have a security fence installed, including a gatehouse so that the Sheriff's Office property would not be open to anyone who wanted to come on to the property.

Given all these incidences on our currently open campus, constructing a passenger rail would be counter to security for this property.

In addition to public safety implications, there are also operations concerns to consider. The area being considered sits adjacent to what are critical jail service functions, including food deliveries, waste removal, recycling collection and loading dock access. The proposed new station/ramp would make it difficult and maybe impossible for tractor trailers to access the loading dock to deliver supplies and various dumpsters that need to be serviced regularly.

I strongly believe Option #2 is an inappropriate location for such a facility, given its close proximity to the Cumberland County Sheriff's Office campus. Options #1 and #3 are further way from the jail and do not create the issues that Option #2 presents.

I respectfully urge the City of Portland to reconsider the location for this project, and I am willing to answer any questions that the council or NNEPRA may have in regards to the public safety risk this poses to this campus.

Respectfully,

Kevin J. Joyce, Sheriff
Cumberland County.

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-085 **Agenda Date:** 7/20/2026 **Agenda #:**

Agenda Item Request

County Commissioners will vote to enter Executive Session pursuant to 1 M.R.S.A. 405(6)(C) to discuss proposed real estate transaction between the County and a private landowner.

Background and Purpose of Request

County staff will provide an update on a real estate transaction to the County Commissioners.

Cumberland County

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