

Cumberland County

142 Federal St
Portland, ME 04101



Agenda - Final-Amended

Monday, August 12, 2024

5:30 PM

The Board meets on the second Monday of each month at 5:30pm in the Peter Feeney Room unless otherwise noted.

Board of Commissioners

District 5 - Chair James Cloutier

District 1 - Neil Jamieson

District 2 - Susan Witonis

District 3 - Stephen Gorden

District 4 - Patricia Smith

CALL TO ORDER

ATTENDANCE

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

[CD 24-018](#) Approval of the minutes, July 8, 2024, meeting of the Board of Commissioners

Attachments: [July 8 2024 Meeting Minutes Draft](#)

INFORMATIONAL REPORT/PRESENTATIONS

COMMENTS FROM THE PUBLIC

The Board Chair will limit comments to three (3) minutes per speaker.

CONSENT AGENDA

[24-073](#) Sheriff's Office Commissions May 1st - July 31st, 2024

Attachments: [Commissions 05-01 through 07-31](#)

[24-074](#) Authorization of a Law Enforcement Services contract between the Cumberland County Sheriff's Office and the Town of Standish from July 1, 2024 to June 30, 2025 for the amount of \$1,435,582.61

Attachments: [Standish LE Position Paper 2024-2025](#)
[Standish LEC Contract 2024](#)

[24-075](#) Authorization of a Law Enforcement Services contract between the Cumberland County Sheriff's Office and the Maine School Administrative District #61 from August 2024 to June 2025 for the amount of \$98,187.58.

Attachments: [MSAD #61 PP 2024 \(1\)](#)
[MSAD61 LEC Contract 2024](#)

[24-076](#) Appointment of Yarmouth Deputy Fire Chief Brandan Walker to the CCRCC Board of Directors representing Commissioner District 3.

Attachments: [PP - CCRCC Board Appointment - Gorden Walker Resume](#)

[24-081](#)

Authorization for the Sheriff's Office to Purchase a Replacement Patrol Vehicle in the amount of \$52,537.10 from MHQ, Marlborough, MA.

Attachments: [PP - Replacement purchase of crashed 2020 vehicle](#)
[Cumberland County Crash Replacement W control 7.31.24 \(3\)](#)

ARPA BUSINESS

[24-077](#)

Award a bid to Benchmark, Inc. of Westbrook, Maine for the fit-up construction of 27 NorthPort in the amount of \$3,822,908 for the base bid and all six additional alternative bids.

Attachments: [PP - Award of Bid Benchmark Aug 2024](#)
[Benchmark Bid Document](#)
[Scoring and Bid Tab for 27 Northport Renovation Contractor](#)

NEW BUSINESS

[24-078](#)

Authorization of the County Manager to sign on behalf of the County Commissioners a transfer document with regards to the sale of the Maine Mariners hockey team.

Attachments: [PP - Maine Mariners Sale Transfer of Lease](#)
[Transfer of Lease to PowerPlay LLC August 2024 \(Mariners\)](#)

COMMENTS FROM THE COUNTY MANAGER

COMMENTS FROM THE EXECUTIVE STAFF

COMMENTS FROM THE COUNTY COMMISSIONERS

EXECUTIVE SESSION

[24-079](#)

To enter into Executive Session under 1 M.R.S.A. §405(6)(A) for the discussion of duties and compensation.

[24-080](#)

To enter into Executive Session under 1 M.R.S.A. §405(6)(E) for consultation with the County's attorney concerning legal rights and duties.

Next Meeting: Monday, September 9, 2024

ADJOURNMENT



Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: CD 24-018

Agenda Date: 8/12/2024

Title:

Approval of the minutes, July 8, 2024, meeting of the Board of Commissioners

Background and Purpose of Request:

Review and approve the attached minutes.

Staff Contact: Katharine Cahoon, Executive Dept



Cumberland County

Board of Commissioners

Meeting Minutes - Draft

142 Federal St
Portland, ME 04101

The Board meets on the second Monday of each month at 5:30pm in the Peter Feeney Room unless otherwise noted.

Monday, July 8, 2024

5:30 PM

Feeney Conference Room, County Courthouse, 205 Newbury St, Portland ME 04101

CALL TO ORDER

The Board of Commissioners met for their regularly scheduled meeting at the Cumberland County Courthouse in the Peter Feeney Conference Room, the meeting was called to Order by Chair James Cloutier at 5:32 pm.

ATTENDANCE

Present: 5 - Commissioner Neil Jamieson, Commissioner Susan Witonis, Vice Chair Stephen Gorden, Commissioner Patricia Smith, and Chair James Cloutier

PLEDGE OF ALLEGIANCE

County Staff:

James Gailey, County Manager
Alex Kimball, Deputy County Manager
Amy Jennings, Director of Human Resources
Alyssa Tibbets, Corporation Counsel
Kevin Joyce, County Sheriff
Kerry Joyce, Captain
Timothy Kortez, Jail Major
Katharine Cahoon, Admin and Special Projects

APPROVAL OF THE MINUTES

[CD 24-016](#) Approval of the minutes, for the 2024 June meetings of the Board of Commissioners

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

INFORMATIONAL REPORT/PRESENTATIONS

[CD 24-017](#) Interim Report on the Lakes Region Homeless Needs Study

Jeff Levine with Levine Planning Strategies, LLC, presented the draft of the Lakes Region Homelessness Study. The study was initiated by Tedford Housing using funding from Cumberland County. The report was prepared in partnership with the Human Services Research Institute (HSRI) who completed the outreach and needs assessments on the homelessness population. Presenting on behalf

of HSRI included Teresit Camacho-Gonsalves and Ben Cichocki. North Star Planning is an additional partner who provides mapping and editing and will be involved in phase two. Mr. Levine gave an overview of the study that looked at nine different towns within the Lakes Region, the available housing in relation to poverty levels and household income and spending which determines homeownership affordability. The study analyzed the availability of housing stock, looking at seasonal homes and vacancy rates, housing production, and zoning for housing development. HSRI presented a summary of services available and needs of the homeless population. They gathered data about housing programs and services from various sources including three listening sessions and two focus groups. The collected data was fed into Envio Software which quantified the data. The presenters highlighted the key themes from their report and their final recommendations for the creation of a one stop service shelter along Route 302, creation of a formal political liaison position to create buy in, and the creation of a mobile outreach unit.

Chair Cloutier thanked the group for their presentation, he asked what the next steps would be. Mr. Levine replied that the next steps would include identifying different locations that could support the development of a service center site. Commissioner Smith agreed with the recommendation of having a mobile support unit for the rural area of the Lakes Region in terms of outreach and support. The presenters concurred that a more mobile outreach would be successful because it would address the barriers that exist for applicants such as transportation and work hours.

Chair Cloutier commented that in Maine it is illegal for landlords to discriminate against someone who is supported by public vouchers. However, there is a commercial endorsement by insurance policies for multifamily buildings, Maine does not regulate it. The insurance endorsement prohibits subsidized tenants in insured properties and voids the insurance.

This Report was RECEIVED AND FILED.

COMMENTS FROM THE PUBLIC

The Board Chair will limit comments to three (3) minutes per speaker.

There were no comments from the public.

CONSENT AGENDA

Approval of the Consent Agenda

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

Yes: 5 - Commissioner Jamieson, Commissioner Witonis, Vice Chair Gorden, Commissioner Smith, and Chair Cloutier

No: 0

[24-063](#)

Authorization of a Law Enforcement Services contract between the Cumberland County Sheriff's Office and the Maine School District 6 from August 2024 - June 2025 for the amount of \$101,067.82

This Order was APPROVED.

[24-064](#)

Authorization of a Law Enforcement Services contract between the Cumberland County Sheriff's Office and the Town of Long Island from June 27, 2024 - September 2, 2024 for the amount of \$27,915.87

This Order was APPROVED.

[24-065](#)

Authorization of a Law Enforcement Services contract between the Cumberland County Sheriff's Office and the Town of Gray from July 1, 2024 - June 30, 2025 for the amount of \$332,932.26

This Order was APPROVED.

[24-066](#)

Authorization of a Law Enforcement Services contract between the Cumberland County Sheriff's Office and the Maine School District 15 and the Town of Gray from July 1, 2024 - June 30, 2025 for the amount of \$203,859.14

This Order was APPROVED.

[24-067](#)

Authorization of a Law Enforcement Services contract between the Cumberland County Sheriff's Office and the Town of Harrison from July 1, 2024 - June 30, 2025 for the amount of \$295,546.48

This Order was APPROVED.

[24-070](#)

Authorization to enter into a grant agreement between Cumberland County and the University of Minnesota's Center for Transportation Studies for Mobility, Access, and Transportation Insecurity program (MATI) funding in the amount of \$150,000 for 9 to 12 months for Phase I Transportation planning and eligibility for Phase II funding.

This Order was APPROVED.

[24-071](#)

Authorization for the County Manager to enter into a Communications Services contract between Cumberland County CCRCC and the University of Southern Maine for dispatching services in the exchange for discounted tuition for 3 years starting August 1, 2024.

This Order was APPROVED.

ARPA BUSINESS

NEW BUSINESS

COMMENTS FROM THE COUNTY MANAGER

County Manager Gailey shared that employee Erin Pelletier was selected as the New Deputy Director of Dispatch. Deputy Director Pelletier has been in a supervisor role at the Regional Communications Department and begins her new position today. County Manager Gailey shared that at the August meeting the Commissioners should expect two bids; Northport Building; and a large HVAC project in the Courthouse with new controls. At the September meeting, a Finance Caucus will take place right before the September meeting. The Finance Caucus invites interested elected officials to participate in the Cumberland County Finance Committee.

COMMENTS FROM THE EXECUTIVE STAFF

County Sheriff Kevin Joyce shared that six new staff members were hired at the Jail. Instead of attending the July academy, they are doing on the job training and then attending the October academy. New hires have a year to complete Academy training upon being hired. The jail population has gone from 285 to 324. There is a law enforcement retirement and the Standish contract has created an eighth Deputy position which he will fill as soon as possible. Commissioner Jamieson asked what the vacancy rate is? Jail Major Tim Kortez replied 18 funded positions.

Sheriff Joyce followed up with Commissioner Gorden about the law enforcement contract language and stated that the last review was done by Patt Dunn. He commented that the contracts could stand to be reviewed again as they are modified frequently to meet the needs of the customer. Commissioner Gorden said that the contract language is not comprehensive, Sheriff Joyce agreed, and added there are not even contracts in place for the substations in North Yarmouth or Naples except for a written agreement with New Gloucester.

Commissioner Gorden asked when the Jail will begin to receive Federal prisoners. Major Kortez stated that they are expected on July 9 but it could change. Major Kortez added that he met with ICE officials and they're interested in housing more inmates. This is an ongoing discussion and it would increase revenue but not overload staffing levels. Sheriff Joyce explained that if they are holding an individual on State charges, it's called a "detainee", the Jail is not accepting any detainees without a release date and avoid false imprisonment. Chair Cloutier requested that the Jail not hold individuals that are a detainee and that they only hold if there has been adequate established probable cause. The Sheriff confirmed that the jail does not hold any individuals without probable cause, and that after they have made bail, charges have been dropped, and sentence is served the individuals are released and no longer detained.

COMMENTS FROM THE COUNTY COMMISSIONERS

Commissioner Gorden shared that the Yarmouth Clam Festival is taking place and they are expecting around 100,000 visitors. He advised that if anyone is traveling, leave early to allow for longer trip times. Chair Cloutier stated that he was looking forward to the Clam Festival and listening to the Wicked Good Brothers.

EXECUTIVE SESSION

[24-068](#)

To enter into Executive Session Title 1 M.R.S.A. §405(6)(D) for the discussion of contracts associated with the Cross Insurance Arena.

Time Into Executive Session: 7:07 pm

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

Yes: 5 - Commissioner Jamieson, Commissioner Witonis, Vice Chair Gorden, Commissioner Smith, and Chair Cloutier

No: 0

Time Out of Executive Session: 8:20 pm

A motion was made by Commissioner Witonis, seconded by Vice Chair Gorden,

that the Executive Session be CONCLUDED. The motion carried by the following vote:

Yes: 5 - Commissioner Jamieson, Commissioner Witonis, Vice Chair Gorden, Commissioner Smith, and Chair Cloutier

No: 0

24-069

To enter into Executive Session under 1 M.R.S.A. §405(6)(A) for the discussion of the duties of the Cumberland County Commissioners.

Time Into Executive Session: 7:07 pm

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

Yes: 5 - Commissioner Jamieson, Commissioner Witonis, Vice Chair Gorden, Commissioner Smith, and Chair Cloutier

No: 0

Time Out of Executive Session: 8:20 pm

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

Yes: 5 - Commissioner Jamieson, Commissioner Witonis, Vice Chair Gorden, Commissioner Smith, and Chair Cloutier

No: 0

24-072

Authorization of the County Manager to submit a payment of \$300,426 to the Maine Mariners for the 2023/2024 ticket subsidy. (Added in Session)

A motion was made by Commissioner Jamieson, seconded by Commissioner Witonis, that the New Business - Added in Session be APPROVED. The motion carried by the following vote:

Yes: 5 - Commissioner Jamieson, Commissioner Witonis, Vice Chair Gorden, Commissioner Smith, and Chair Cloutier

No: 0

Next Meeting: Monday, August 12, 2024

ADJOURNMENT

A motion was made by Neil Jamieson, seconded by James Cloutier, to ADJOURN the meeting. The motion carried by a unanimous vote.



Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-073

Agenda Date: 8/12/2024

Agenda #:

Sheriff's Office Commissions May 1st - July 31st, 2024

[Approval of Sheriff's Office Commissions May 1st - July 31st, 2024]

[Enter Body Here]




Cumberland County Sheriff's Office

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

36 COUNTY WAY, PORTLAND, ME 04102

PHONE (207) 774-1444 ~ FAX (207) 828-2373

TO: CUMBERLAND COUNTY COMMISSIONERS

FROM: SHERIFF KEVIN JOYCE 

DATE: AUGUST 1ST, 2024

SUBJECT: SHERIFF'S OFFICE COMMISSIONS MAY 1ST- JULY 31ST

<u>Agency</u>	<u>Officer</u>
CCSO	Sam Estey Tyler Leach Craig Smith
CCJ	Justin Gaudette Carl Hitchcock Josh Pickreign
Yarmouth PD	Patrick Buxton
Westbrook	Marissa Eastwood Cameron Hutchins Carlos Gonzalez Brian Olson Brett Bissonnette Jacqueline Lorenzen Doug Maher Ferdinand Monsen Timothy Morrell Maxwell Sawyer Matthew Beerworth
Cape Elizabeth	Darin Estes
Falmouth	Wade Beattie Michael Reali Michelle Cole Dominic Cloutier



Windham

**Nicholas Sanborn
Justin Hudnor**

Gorham

**Brady Denison
Taylor Stroup**

South Portland

Jessica Ramsey





Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-074

Agenda Date: 8/12/2024

Agenda Item Request:

Authorization of a Law Enforcement Services contract between the Cumberland County Sheriff's Office and the Town of Standish from July 1, 2024 to June 30, 2025 for the amount of \$1,435,582.61

Background and Purpose of Request:

Requestor: [Courtney George, Sheriff's Office]

Approve the \$1,435,582.61 police service contract with the town of Standish

Presentation: [Yes or No]

Funding Amount and Source:

\$1,435,582.61

Effective Date if Applicable:

July 1st, 2024 through June 30th, 2025

Maine
Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	7/08/2024
SUBJECT:	Sheriff Law Enforcement Contracts

Requested Action:

Approve the \$1,435,582.61 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, 2024 and ending on June 30, 2025.

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

July 1, 2024 to June 30, 2025

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

This Contract, effective the first day of July 2024, is made by and between Standish, a municipality of the State of Maine whose municipality is wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), the County of Cumberland (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a Constitutional Officer of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the town limits of 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 SHERIFF has agreed to provide the TOWN a high level of professional law enforcement services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

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

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

ARTICLE 1 – DEFINITIONS

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

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

- B. Patrol Unit shall mean one staffed, marked patrol car and all standard equipment as defined by the Cumberland County Sheriff's Office General Orders.
- C. Service shall mean comprehensive law enforcement services provided four days a week on a ten (10) hours per day basis.
- D. Substation shall mean a subsidiary or branch station of the Cumberland County Sheriff's Office.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services

- A. The SHERIFF shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional law enforcement services within and throughout the TOWN to the extent and in the manner herein described.
- B. The SHERIFF shall assign personnel to provide the level of professional law enforcement services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto.
 - 1. The SHERIFF shall provide to the TOWN the equivalent of one (7) full time deputy sheriffs, who are certified law enforcement officers, by the Maine Criminal Justice Academy.
 - 2. All vacant shifts will be back filled. Exception is the K-9 Deputy when they are attending training.
- 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 Standish Town Ordinances that are applicable within the TOWN, and Statutes of the State of Maine. Performance of all duties of deputy sheriff shall be in accordance with Cumberland County Sheriff's Office General Orders.
- E. When necessary, the SHERIFF shall additionally provide to the TOWN, at no additional cost to the TOWN, the following expertise and services:
 - a. Traffic Crash Investigations/Reconstruction;
 - b. Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations, and Collection of Evidence);
 - c. Prisoner and Jail Services;
 - d. Records Retention;
 - e. Civil Service Officers;
 - f. Patrol and Detection Canine Support;
 - g. Emergency Services Unit (ESU);
 - h. Law Enforcement Training Section;
 - i. Task Force Personnel;

- j. Crime Prevention;
- k. Volunteers in Police Service Activities;
- l. Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victim Crimes);
- m. Dive Team;
- n. Administrative Investigations (Internal Affairs) for the Cumberland County Sheriff's Office;
- o. Any other such units or services as the Cumberland County Sheriff's Office may provide normally.

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

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

H. Vehicles, Supplies, Equipment and Office Furniture:

1. The TOWN 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 and the Town of Standish. The parties agree that all vehicles purchased and owned by the TOWN and used by said deputies will be marked "Cumberland County Sheriff's Office - Standish Patrol". 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 SHERIFF agrees to maintain TOWN vehicles per the manufacturer's recommended maintenance schedule.

3. The COUNTY shall provide the TOWN, no later than February 1st of the year, with a contract cost proposal for the 12-month period beginning July 1st of the year. This proposal shall include provisions for purchase of a police cruiser, as stated in 2.1.I.1, and if necessary one or more alternate 4-wheel drive vehicle options as long as the vehicle is a manufacturer's certified patrol vehicle.

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

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

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

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

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

2.2 Administrative Responsibilities.

A. The seven (7) deputy sheriffs 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 Town Manager 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 every six (6) months by the SHERIFF or designee.

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 the following month
○ Monthly summary of moving traffic stops with distinction between warnings and summons	15th of the following month
○ Annual summary of town-owned vehicle maintenance	January 15 th
○ Annual inventory of town-owned equipment (for items exceeding \$250 value)	January 15th
○ Copies of all operational policies and procedures	Within 15 days of approval by Sheriff
○ Copies of approved collective bargaining agreements which pertain to deputies assigned to 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. As requested by the Town or Town Manager, the Chief Deputy or his designee shall attend Board of Selectmen Meetings, community meetings, and meetings with the Town staff which involve issues of mutual concern, as well as provide advice or consent on law enforcement issues.

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

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

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

2.3 Processing of Evidence.

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

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment: Right of Control.

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

3.2 Assignment of Law Enforcement.

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

3.3 Sheriff's General Orders.

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

ARTICLE 4 – TOWN OF STANDISH RESPONSIBILITIES

4.1 Office Space.

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

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

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

4.2 Town's Ordinances.

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

ARTICLE 5 – COSTS

5.1 The total amount due for all law enforcement services for subsequent years shall be based upon a proposal submitted by the Sheriff during the TOWN's budget process to be approved by the Board of Selectmen. The total amount due for all services beginning **July 1, 2024 through June 30, 2025, shall be One million, Four Hundred Thirty-five Thousand, Five-hundred, eighty-two dollars and sixty-one cents (\$1,435,582.61)** (dollar amount of financial consideration for Sheriff's services) spread over a 12-month period for costs incurred by the COUNTY as described in Attachment A of this Contract.

5.2 The TOWN shall make payment in equal installments on a monthly basis. The first installment shall be due **July 1, 2024**; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.

5.3 The TOWN shall make provision for fuel on a 24-hour / 7-day basis in Standish for town-owned vehicles operated by deputies.

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

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

ARTICLE 6 – ADDITIONAL PERSONNEL

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

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 8 – AUDIT OF RECORDS

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

ARTICLE 9 - STANDARD OF PERFORMANCE

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

ARTICLE 10 – ARBITRATION

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

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

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

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

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

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

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

ARTICLE 11 - INDEMNITY

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

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

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

ARTICLE 12 – TERM

12.1 This Contract shall remain in full force and effect commencing **July 1, 2024 and ending June 30, 2025**, all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

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

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

ARTICLE 13 – TERMINATION

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

ARTICLE 14 - EXTENSION

14.1 Unless terminated by written notice, as agreed above, rights and privileges herein granted, together with all other provisions of this Contract, shall continue in full force and effect, subject to necessary negotiation of any added cost factors, for an additional period of thirty (30) days from the date of expiration heretofore mentioned, unless either party, at least ten (10) days prior to said date of expiration, shall notify the other party in writing that it does not desire the Contract to be extended for such an additional period.

ARTICLE 15 – TRANSITION

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

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

ARTICLE 16 – AUTHORITY TO EXECUTE AND ENFORCE

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

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

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

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

ARTICLE 17 – COMMUNICATIONS

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

ARTICLE 18 – ENTIRE AGREEMENT

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

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. This would include, but is not limited to, mechanical, body or frame defects or damage to the vehicle that would deem the vehicle to be 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 all 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
- Any equipment that may be outdated or damaged

IN WITNESS WHEREOF, the TOWN OF STANDISH, by order duly adopted by its Town Council has caused this Contract to be signed by the Town Council 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

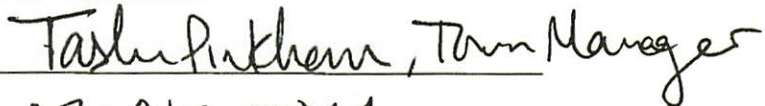
IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY:  _____
SHERIFF
KEVIN J. JOYCE

DATE: 7/9/2024

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: TOWN OF STANDISH

BY:  _____
Tasha Pinkham, Town Manager

DATE: 07-01-2024

ATTEST: _____
COUNTY MANAGER/CLERK

DATE: _____



Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-075

Agenda Date: 8/12/2024

Agenda Item Request:

Authorization of a Law Enforcement Services contract between the Cumberland County Sheriff's Office and the Maine School Administrative District #61 from August 2024 to June 2025 for the amount of \$98,187.58.

Background and Purpose of Request:

Requestor: [Courtney George, Sheriff's Office]

Approval of agreement for Law Enforcement Services by and between the Cumberland County Sheriff's Office, Board of County Commissioners, and Maine School Administrative District #61

Presentation: [Yes or No]

Funding Amount and Source:

\$98,187.58

Effective Date if Applicable:

Beginning August 2024 and ending June 2025 (a total of 175 days)

Maine
Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	7/23/24
SUBJECT:	Sheriff Law Enforcement School Resource Deputy for SAD #61 Lake Region

Requested Action:

Approve the \$98,187.58 for School Resource Deputy Law Enforcement Services for School Administrative District #61, Lake Region.

Background & 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, 2024 and ending in June, 2025 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 2024 to June 2025 (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 2024**, 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.**

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 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 2024 for 175 days shall be ninety-eight thousand, one hundred eighty-seven dollars and fifty-eight cents (\$98,187.58)** 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, 2024**; 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: 7/29/2024

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: SCHOOL REPRESENTATIVE

BY:  _____

DATE: 07/23/2024

ATTEST: _____
COUNTY MANAGER/CLERK

DATE: _____



Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-076

Agenda Date: 8/12/2024

Agenda Item Request:

Appointment of Yarmouth Deputy Fire Chief Brandan Walker to the CCRCC Board of Directors representing Commissioner District 3.

Background and Purpose of Request:

Requestor: County Commissioner Gorden

The CCRCC Board By-Laws provides an opportunity for County Commissioners to appoint individuals to the Board, representing the five Commissioner Districts. Deputy Fire Chief Walker comes forward at the request of Commissioner Gorden to fill the District Three vacancy.

Presentation: No

Effective Date if Applicable: Upon appointment

Maine
Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	James H. Gailey
DATE:	August 8, 2024
SUBJECT:	CCRCC Board Appointment – District 3 Gorden

Requested Action:

Appointment of Yarmouth Deputy Fire Chief Brandan Walker to the CCRCC Board of Directors representing Commissioner District 3.

Background & Purpose of Request:

The CCRCC Board By-Laws provides an opportunity for County Commissioners to appoint individuals to the Board, representing the five Commissioner Districts. Deputy Chief Walker comes forward at the request of Commissioner Gorden to fill the District Three vacancy. Yarmouth is not a member of the CCRCC, nor does this appointment need to come from a member town.

Funding Amount and Source: N/A

Attachments: Resume

Branden F. Walker

Cell: (207) [REDACTED] - Email: [REDACTED]

Objective

A motivated, team oriented and dedicated individual to work with leadership of the Yarmouth Fire-Rescue Department. Desire to provide a positive leadership experience and direction for colleagues to enhance the level of care and service to the citizens and visitors of the community.

Professional Experience

Ogunquit Fire-Rescue, Ogunquit, ME **December 2011-Present**

Career Firefighter/Paramedic

- Perform exterior & interior fire suppression & emergency medical patient care, as well as water rescue, to the citizens of Ogunquit & surrounding communities
- Perform life safety inspections, apparatus inspections, incident command and lead call staff at emergency scenes; assume role of acting shift captain as necessary
- Apparatus specifications and administrative tasks as assigned

Cape Elizabeth Fire-Rescue, Cape Elizabeth, ME **September 2021-Present**

Firefighter/Paramedic

- Perform exterior & interior fire suppression & emergency medical patient care to the citizens of Cape Elizabeth & surrounding communities out of 2 stations

Buxton Police Department, Buxton, ME **August 2015-Present**

Emergency Services Dispatcher

- Answering business & emergency calls, dispatching proper police & fire-rescue units

Buxton Fire-Rescue, Buxton, ME **August 2006-Present**

Firefighter/Paramedic

- Perform exterior & interior fire suppression & emergency medical patient care to the citizens of Buxton & surrounding communities out of 3 stations
- Perform apparatus inspections & operations and fire inspections
- Provide guidance, training & direction to live-in students during emergency calls

Education

Southern Maine Community College, South Portland, ME **2008-2011**

Associates in Applied Science, Paramedicine

Westbrook Regional Vocational Center, Westbrook, ME **2005-2007**

Commercial Driver's License, Class A & B

Bonny Eagle High School, Standish, ME **2003-2007**

College Preparatory Classes, 3.7 GPA based on a 4.33 scale

Additional Information

- | | |
|------------------------------------|-------------------------------|
| • Pro Board Firefighter I & II | • Haz-Mat Operations |
| • Pro Board Fire Instructor I | • ICS 100/200/300/400/700/800 |
| • Pro Board Fire Officer I & II | • Pumps & Aerial Operations |
| • NREMT-Paramedic | • CDL – Class A |
| • Confined Space Rescue Technician | • ACLS/PALS/CPR/PHTLS |



Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-081

Agenda Date: 8/12/2024

Agenda #:

Agenda Item Request:

Authorization for the Sheriff's Office to Purchase a Replacement Patrol Vehicle in the amount of \$52,537.10 from MHQ, Marlborough, MA.

Background and Purpose of Request:

Requestor: [Kerry Joyce, LEC]

Approve the expenditure of \$52,537.10 to purchase and build a 2023 Ford utility AWD Patrol vehicle from MHQ in Marlborough Mass. This purchase would replace a 2020 Ford Cruiser which was totaled in December 2023 while at a traffic stop in New Gloucester. Replace the vehicle and fit-up.

Presentation: Upon Request

Funding Amount and Source:

\$25,500.00 received from the insurance company for the totaled vehicle.

\$27,037.10 from the 2024-2025 Budget line item 11-106-7345-06 vehicle account.

\$52,537.10

Effective Date if Applicable:

N/A

Maine
Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	7/22/24
SUBJECT:	Request to Purchase Totaled Patrol Vehicle

Requested Action:

Approve the expenditure of \$52,537.10 to purchase and build a 2023 Ford utility AWD Patrol vehicle from MHQ in Marlborough Mass.

Background & Purpose of Request:

This purchase would replace a 2020 Ford Cruiser which was totaled in December 2023 while at a traffic stop in New Gloucester. Replace the vehicle and fit-up.

Funding Amount and Source:

\$25,500.00 received from the insurance company for the totaled vehicle.

\$27,037.10 from the 2024-2025 Budget line item 11-106-7345-06 vehicle account.

\$52,537.10

Attachments:

- Sales Quote from MHQ

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



Purchasing Sales Agreement

23-5662

CUSTOMER

Contact Name: Finance Department ATTN: Alex Kimball
 Company/Dept: County of Cumberland
 Street Address: 142 Federal Street
 City, State, Zip: Portland, ME, 04101
 Phone: 207-699-1988
 E-Mail: Akimball@cumberlandcounty.org

Date: 7/31/2024
 Valid for: 60 Days
 Customer #: _____
 Contract: Active MA
 Sales Rep: Chad Page
Crash Replacement

Vehicle & Equipment:

CONTRACT LINE REFERENCE	VEHICLE LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
K8A	2025 Ford Utility PI - AWD - Gas Engine	\$ 44,895.00	1	\$ 44,895.00
<i>MY Discount</i>	<i>Model Year Discount 2023</i>	<i>\$ (1,500.00)</i>	<i>1</i>	<i>\$ (1,500.00)</i>
Color:	UM: Agate Black	\$ -	1	\$ -
Engine:	3.3L V6 Gas Engine	\$ -	1	\$ -
Headlights	Pre-drilled head lamp housings	\$ -	1	\$ -
Rear View	Back up camera monitor in rear view mirror	\$ -	1	\$ -
549	Heated Side Mirrors	\$ 58.80	1	\$ 58.80
76R	Reverse Sensing	\$ 269.50	1	\$ 269.50
51T	Driver Side LED Spot Lamp (Whelen)	\$ 411.60	1	\$ 411.60
52P	Rear Lock Rods and Plungers	\$ 156.80	1	\$ 156.80
43D	Dark Car Feature	\$ 24.50	1	\$ 24.50
153	Front License Plate Bracket	\$ -	1	\$ -
17T	Cargo Domelight	\$ 49.00	1	\$ 49.00
18D	Global Unlock / Lock	\$ -	1	\$ -
19V	Rear Camera on Demand	\$ 225.40	1	\$ 225.40
47A	Police Engine Idle	\$ 254.80	1	\$ 254.80
59C	Key Alike 1284x	\$ 49.00	1	\$ 49.00
55F	Keyless Entry with Fobs	\$ 333.20	1	\$ 333.20
60A	Wiring Grill / Lamp / Siren Speaker	\$ 49.00	1	\$ 49.00
76D	Deflector Plate	\$ 328.30	1	\$ 328.30
85R	Rear Console Mounting Plate	\$ 44.10	1	\$ 44.10
92R	Solar Tint 2nd Row	\$ 83.30	1	\$ 83.30
Wheels	Small Center Caps	\$ -	4	\$ -
			Vehicle Total:	\$ 45,732.30

MHQ Items				
Service	MHQ- Graphics Package C	\$ 695.00	1	\$ 695.00
Service	MHQ- Door Kit Reflective door kit: Green	\$ 195.00	1	\$ 195.00
Service	Ventshades 4 doors	\$ 160.00	1	\$ 160.00
Service	Customer Supplied Setina Pushbumper with (4) I2E built in	\$ 307.50	1	\$ 307.50
Service	Customer Supplied TII2E on Side of Pushbumper	\$ 180.00	1	\$ 180.00
TAB3	Whelen Vertex Super LED- (2) White in head lights	\$ 161.20	2	\$ 322.40
Service	Customer Supplied Whelen Lightbar	\$ 182.50	1	\$ 182.50
Service	Customer Supplied Rear 1/4 Glass I2E	\$ 180.00	1	\$ 180.00

Service	Customer Supplied Rear Spoiler I2E W/ Bracket	\$ 302.50	1	\$ 302.50
TAB3	Whelen Vertex Super LED- (2) Red in tail lamps	\$ 161.20	2	\$ 322.40
TAB3	Customer Supplied TLI2E on Rear Plastic Trim	\$ 240.00	1	\$ 240.00
TAB3	Customer Supplied TLIB on Bottom of Gate	\$ 180.00	1	\$ 180.00
Tab3	Customer Supplied ECV Domelight under rear hatch	\$ 162.50	1	\$ 162.50
TAB3	Customer Supplied ECV Domelight in Front Over console	\$ 162.50	1	\$ 162.50
Service	Customer Supplied Whelen Can-Trol Siren System	\$ 662.50	1	\$ 662.50
Service	Customer Supplied Siren Speaker W/ Bracket	\$ 120.00	1	\$ 120.00
Service	Customer Supplied 3 Outlet	\$ 120.00	1	\$ 120.00
Service	Customer Supplied Havis 1012 Console	\$ 182.50	1	\$ 182.50
TAB3	Customer Supplied Havis 8.5" Heavy-Duty Telescoping Pole, Side Mount	\$ 62.50	1	\$ 62.50
TAB3	Customer Supplied Havis tilt swivel motion device CMD119	\$ 62.50	1	\$ 62.50
TAB3	Customer Supplied Havis Console Printer Mount CPM124PC	\$ 62.50	1	\$ 62.50
1733	Customer Supplied Streamlight FLASHLIGHT SL-20L W/12V DC SINGLE LED IN	\$ 62.50	1	\$ 62.50
Service	Customer Supplied Setina #10XL Coated Polycarbonate Partition with Recessed Panel and Lower Extension Panels (front) PK1130ITU20TM	\$ 422.50	1	\$ 422.50
Service	Customer Supplied Setina 12VS Vinyl Coated Expanded Metal Partition-2020 Interceptor (rear) PK0123ITU202ND	\$ 240.00	1	\$ 240.00
Service	Customer Supplied Setina Dual Weapon Mount System with double locks Dual T-Rail Mount 2 Universal , Handcuff Key Override	\$ 180.00	1	\$ 180.00
Service	Customer Supplied Setina CARGO BOX - DSC- Drawer, Sliding with Key Lock - BSN- Base Sliding with No Lock-model #TK0233ITU20	\$ 182.50	1	\$ 182.50
Service	Customer Supplied Setina Cargo Box Accessory, Cargo Radio Tray with no lock TRN model # TPA9289	\$ 182.50	1	\$ 182.50
Service	Shop Supplies: Wiring, relays, fuse blocks and associated labor	\$ 395.00	1	\$ 395.00
Service	Pre-wire Two-Way Radio // Repeater	\$ 275.00	1	\$ 275.00
				TOTAL: \$ 52,537.10

TERMS AND CONDITIONS

Deferrals and Cancellations of Sales Orders In all cases where vehicles, products, and labor are purchased against government and public contracts, the terms and conditions of that contract shall prevail and bind MHQ. In cases where contract terms on deferral and/or cancellation are not defined, and for non- contract sales, the following MHQ policy shall prevail.

Deferrals

For this discussion, "deferral" refers to a customer-initiated action to delay the delivery of purchased items* beyond the delivery date confirmed to the customer in writing (Purchase Order confirmation). All deferral requests must be communicated to MHQ in writing.

MHQ, at their sole discretion, reserves the right to accept or reject deferral requests. Once the subject item has started the production / fabrication process, delivery deferrals are not allowed - the item will be built, shipped, and billed upon completion. For deferral requests on items not yet in production, MHQ shall negotiate deferral terms with the customer's purchasing or sourcing authority (not the requisitioner). Consequences of order deferrals may include, but not be limited to, loss of scheduled production timeslot and reallocation of vehicles and/or materials to other active jobs or other customers.

Special Order and Non-Cancellable/Non-Returnable Items (NCNR)

Certain items and material are categorized as "Special Order" or "NCNR." Attempts to cancel shall be handled on an individual basis. Depending on the stage of production of a special-order item, and the suppliers involved, special order items may incur cancellation charges based on supplier purchase liabilities. MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Special Order items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer. NCNR items are not cancellable with our suppliers. MHQ will make a reasonable attempt to minimize the financial impact of cancelling NCNR items, but no assurance is offered that the customer's purchase liability for these item types can be reduced in any way. NCNR items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer.

Cancellations

For this discussion, "cancellation" refers to a customer-initiated action to cancel a customer committed order** or any part thereof. All cancellation requests must be communicated to MHQ in writing. Cancellations will be accepted, without penalty, until the point in time where material has been ordered to support production of the ordered item(s). Once components or material is ordered against a committed customer order, cancellation charges may apply based on supplier purchase liabilities. MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Depending on the type of material/components and the suppliers involved, the range of customer purchase liability can range from complete release of purchase liability, up to and including full liability of the original material cost.

Supplier Failure to Perform

MHQ shall be held harmless in cases where their suppliers fail to source, build, or deliver quoted or ordered products required to satisfy customer committed orders. MHQ shall also be held harmless in cases where a supplier discontinues availability of a product, places a product on allocation, or delivery times extend beyond their normal quoted delivery times such that the subject product becomes unavailable, or experiences extended delivery times. In these cases, MHQ shall offer alternatives, where commercially available, to the customer for consideration as acceptable substitutes.

***Purchased Items**

"Purchased Items" is defined as any item, component, or material required to fulfill a committed customer order.

****Customer Committed Order**

"Customer Committed Order" is defined as any acceptable form of communication that directs MHQ to produce and sell an item to their customer. Acceptable forms of communication are customer Purchase Orders, quotes that are signed and dated by a customer purchasing authority, Letters of Intent or Letters of Commitment that are signed and dated by a customer purchasing authority, or similar instruments that communicate an intent to purchase.

ORDER ACKNOWLEDGEMENT

By signing this document you are agreeing to the above terms and conditions of this order from MHQ, Inc.

x

PRINT NAME

x

TITLE

x

SIGNATURE



Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-077

Agenda Date: 8/12/2024

Agenda Item Request:

Award a bid to Benchmark, Inc. of Westbrook, Maine for the fit-up construction of 27 NorthPort in the amount of \$3,822,908 for the base bid and all six additional alternative bids.

Background and Purpose of Request:

Requestor: James H. Gailey

County staff held a bid opening on July 30, 2024. The County received 7 bids with a base bid price ranging from \$3,283,303 to \$3,640,000 and six additional alternative bid prices collectively ranging in price from \$374,222 to \$495,461. A federal requirement of the bid was for all federal certification documents be filled out upon submitting the bid. Unfortunately, four bids came in without the required federal documentation fill out. Not having done this was a deduction in the scoring of the bids.

After review, County staff are bringing an award of bid to Benchmark, Inc., of Westbrook, Maine with a base bid of \$3,384,908 and awarding all six alternative bids in the amount of \$438,000 for a total award of bid of \$3,822,908.

Presentation: No

Funding Amount and Source:	ARPA Funding	\$1,168,608
	ARPA Revenue Loss	<u>\$2,654,300</u>
		\$3,822,908

Effective Date if Applicable: Upon signing contract


 Cumberland **County**
 POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	James H. Gailey, County Manager
DATE:	August 5, 2024
SUBJECT:	Award of Bid – 27 Northport Fit-Up

Requested Action:

Award a bid to Benchmark, Inc. of Westbrook, Maine for the fit-up construction of 27 Northport in the amount of \$3,822,908 for the base bid and all six additional alternative bids.

Background & Purpose of Request:

In October 2023, the County purchased a three-story, 32,000 SF office building located at 27 Northport Drive, Portland. The County purchased this building through the use of ARPA Revenue Loss funding. Since December, County staff have been working with WSP Architects, of Portland, Maine, for the internal redesign and fit-up of the building. In late June of 2024, WSP submitted the plans for competitive bid.

County staff held a bid opening on July 30, 2024. The County received 7 bids with a base bid price ranging from \$3,283,303 to \$3,640,000 and six additional alternative bid prices collectively ranging in price from \$374,222 to \$495,461. A federal requirement of the bid was for all federal certification documents be filled out upon submitting the bid. Unfortunately, four bids came in without the required federal documentation fill out. Not having done this was a deduction in the scoring of the bids.

After review, County staff are bringing an award of bid to Benchmark, Inc., of Westbrook, Maine with a base bid of \$3,384,908 and awarding all six alternative bids in the amount of \$438,000 for a total award of bid of \$3,822,908.

Construction timeline is estimated at eight months from initial mobilization.

Funding Amount and Source:	ARPA Funding	\$1,168,608
	ARPA Revenue Loss	<u>\$2,654,300</u>
		\$3,822,908

Attachments: Bidders Tabulation
Benchmark Bid Document

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Benchmark
- B. Project Name: 27 Northport Drive Office Renovation.
- C. Project Location: 27 Northport Drive, Portland, ME.
- D. Owner: Cumberland County Government.
- E. Architect: WSP USA, 2 Monument Square, Suite 200, Portland, ME 04101.
- F. Architect Project Number: 3529230025.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by WSP USA and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances indicated in Section 012100 "Allowances, necessary to complete the construction of the above-named Project, in accordance with the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Three million three hundred eighty four thousand Dollars
(\$ 3,384,908) *nine hundred eight*

1.3 ALTERNATES

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular Alternates are accepted by Owner. Amounts listed for each Alternate include costs of related coordination, modification, or adjustment.
- B. If the Alternate does not affect the Contract Sum, the Bidder to indicate "NO CHANGE."
- C. If the Alternate does not affect the Work of this Contract, the Bidder to indicate "NOT APPLICABLE."
- D. The Bidder is responsible for determining from the Contract Documents the effects of each Alternate on the Contract Time and the Contract Sum.

- E. Owner reserves the right to accept or reject any Alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any Alternates by Owner is to have no effect on the Contract Time unless the Alternate description below provides a formatted space for the adjustment of the Contract Time.
- G. Alternate Bid Item No. 1: RTU-1B Replacement:
- ADD DEDUCT NO CHANGE NOT APPLICABLE.
 - Sixty-nine thousand Dollars (\$ 69,000).
 - Contract Time: Acceptance of this Alternate will add _____ calendar days to the Contract Time.
- H. Alternate Bid Item No. 2: RTU-2A Replacement:
- ADD DEDUCT NO CHANGE NOT APPLICABLE.
 - Sixty-nine thousand Dollars (\$ 69,000).
 - Contract Time: Acceptance of this Alternate will add _____ calendar days to the Contract Time.
- I. Alternate Bid Item No. 3: RTU-2B Replacement:
- ADD DEDUCT NO CHANGE NOT APPLICABLE.
 - Sixty-nine thousand Dollars (\$ 69,000).
 - Contract Time: Acceptance of this Alternate will add _____ calendar days to the Contract Time.
- J. Alternate Bid Item No. 4: RTU-3A Replacement:
- ADD DEDUCT NO CHANGE NOT APPLICABLE.
 - eighty thousand Dollars (\$ 80,000).
 - Contract Time: Acceptance of this Alternate will add _____ calendar days to the Contract Time.

K. Alternate Bid Item No. 5: RTU-3B Replacement:

1. ADD DEDUCT NO CHANGE NOT APPLICABLE.
2. eighty thousand Dollars (\$ 80,000 _____).
3. Contract Time: Acceptance of this Alternate will add _____ calendar days to the Contract Time.

L. Alternate Bid Item No. 6: Girder Reinforcement, Solar Emergency Disconnect and Conduit:

1. ADD DEDUCT NO CHANGE NOT APPLICABLE.
2. Sixty thousand Dollars (\$ 60,000 _____).
3. Contract Time: Acceptance of this Alternate will add _____ calendar days to the Contract Time.

1.4 BID SECURITY

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached Bid Security, as liquidated damages for such failure as follows:

1. In the following amount constituting 5 percent of the Base Bid amount above:
 - a. Bid Bond Dollars (\$ _____).

B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cashier's check, certified check, or bid bond.

1.5 TIME OF COMPLETION

A. Time of Completion:

1. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work within the timeframe listed in the Invitation to Bid.

1.6 ACKNOWLEDGMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 06/26/2024.
2. Addendum No. 2, dated 07/11/2024.
3. Addendum No. 3, dated 07/18/2024.
4. Addendum No. 4, dated 07/19/2024.
5. Addendum No. 5 Dated 07/24/2024.

1.7 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto:

1. Cumberland County Maine Federally Required Provisions Pursuant to the American Rescue Act.
2. Bid Form Supplement – Bid Bond Form (AIA Document A310-2010) or certified check..


1.8 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of Maine, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID


A. Respectfully submitted this 30th day of July 2024.

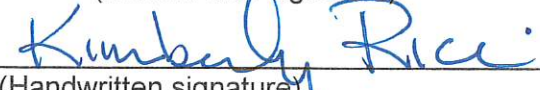
B. Submitted by: Benchmark
(Name of bidding firm or corporation).

C. Authorized Signature: 
(Handwritten signature).

D. Signed by: Sam Rush
(Type or print name).

E. Title: CEO
(Owner/Partner/President/Vice President).

F. Witnessed by: 
(Handwritten signature).

G. Attest: 
(Handwritten signature).

H. By: Kimberly Rice
(Type or print name).

I. Attester Title: Admin
(Corporate Secretary or Assistant Secretary).

J. Street Address: 34 Thomas Drive

K. City, State, Zip: Westbrook, ME 04092

L. Phone: 207-591-7600

M. License No.: _____

N. Federal ID No.: 01-0479628

(Affix Corporate Seal Here)

END OF DOCUMENT 004113

BENCHMARK	Schedule of Values	
	JOB: 27 Northport	
	DATE: 07/30/2024	
Division	Pricing	
Div 1: General Conditions	258,857	
Div 2: Demolition	63,148	
Div 3: Concrete	13,996	
Div 5: Metals	93,653	
Div 6: Rough Carpentry and Finish Carpentry	147,213	
Div 7: Thermal and Moisture Protection	42,414	
Div 8: Openings	65,622	
Div 9: Finishes	606,932	
Div 10: Specialties	141,119	
Div 12: Furnishings	29,168	
Div 21: Sprinkler	91,111	
Div 22: Plumbing		
Div 23: HVAC	790,608	
Div 26: Electrical	1,006,517	
Div 31: Sitework	40,520	
Total:	3,384,908	0

<i>Alternate 1: Replacement of RTU-1B</i>	
Div 23: HVAC	60,000
Div 26: Electrical	9,000
Total:	69,000

<i>Alternate 2: Replacement of RTU-2A</i>	
Div 23: HVAC	60,000
Div 26: Electrical	9,000
Total:	69,000

<i>Alternate 3: Replacement of RTU-2B</i>	
Div 23: HVAC	60,000
Div 26: Electrical	15,000
Total:	80,000

<i>Alternate 4: Replacement of RTU-3A</i>	
Div 23: HVAC	65,000
Div 26: Electrical	15,000
Total:	80,000

<i>Alternate 5: Replacement of RTU-3B</i>	
Div 23: HVAC	65,000
Div 26: Electrical	15,000
Total:	80,000

<i>Alternate 6: Girder Reinforcement, Solar Emergency Disconnect and Conduit</i>	
Div 5: Metal	50,000
Div 26: Electrical	10,000
Total:	60,000



***FEDERALLY REQUIRED PROVISIONS PURSUANT TO THE
AMERICAN RESCUE PLAN ACT***

If you have any questions while completing this paperwork

Please contact:

Cumberland County Compliance and Audit Manager
142 Federal Street Room 100
Portland ME, 04101
207-209-4940

warren@cumberlandcounty.org

The American Rescue Plan Act

Each Prime contractor or subcontractor shall state as an initial part of contract, compliance with PART 200 - Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards. All contracts must contain all of the following documents, signed and completed.

Required Document Checklist

Prime Contractor

1. Certification of the Prime Contractor regarding Disbarment (**Please include a print out from SAMs, showing standings**)
2. Certification of the Prime Contractor regarding conflict of interest
3. Certification of the Prime Contractor regarding EEO and signed EEO Statement
4. Certification of the Prime Contractor regarding Federal Provisions

Subcontractor

1. Certification of the Subcontractor regarding Disbarment
2. Certification of the Subcontractor regarding conflict of interest
3. Certification of the Subcontractor regarding EEO and signed EEO Statement
4. Certification of the Subcontractor regarding Federal Provisions

NOTE: Prime Contractors & Subcontractor MUST READ THE FEDERAL PROVISIONS REQUIREMENTS OF THIS PACKET PRIOR TO WORKING ON THIS PROJECT

CUMBERLAND COUNTY
Maine

CONTRACTOR DISBARRED OR SUSPENSION

Prime Contractor

Contractor: Benchmark Telephone: 207-591-7600 Ext. _____
Contact Person: Sam Rush Fax: 207-591-7604
E-mail: srush@benchmarkconstruction.org Tax ID: 01-0479628
BID PRICE: \$ _____ BID DATE: 07 / 30 / 2024
PROJECT LOCATION: 27 Northport Dr. Portland PROJECT # 3529230025

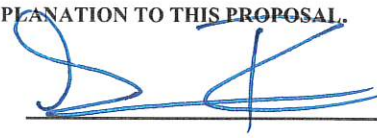
THIS CERTIFICATION IS REQUIRED BY THE REGULATIONS IMPLEMENTING EXECUTIVE ORDER 12549, DEBARMENT AND SUSPENSION, 29 CFR PART 98, SECTION 98.510, PARTICIPANTS' RESPONSIBILITIES. THE REGULATIONS WERE PUBLISHED AS PART VII OF THE MAY 26, 1988 FEDERAL REGISTER (PAGES 19160-19211).

1. THE PROSPECTIVE PRIMARY PARTICIPANT CERTIFIES TO THE BEST OF ITS KNOWLEDGE AND BELIEF THAT IT AND ITS PRINCIPALS:

- a) ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;
- b) HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL BEEN CONVICTED OF OR HAD A CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING, ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION, VIOLATION OF FEDERAL OR STATE ANTI-TRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OR RECEIVING STOLEN PROPERTY;
- c) ARE NOT PRESENTLY INDICTED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF ANY OF THE OFFENSES ENUMERATED IN PARAGRAPH 1.B OF THIS CERTIFICATION; AND
- d) HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS APPLICATION/PROPOSAL HAD ONE OR MORE PUBLIC TRANSACTIONS (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT.

2. WHERE THE PROSPECTIVE PRIMARY PARTICIPANT IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH PROSPECTIVE PARTICIPANT SHALL ATTACH AN EXPLANATION TO THIS PROPOSAL.

Sam Rush, CEO



7/29/24

NAME AND TITLE, AUTHORIZED REPRESENTATIVE

SIGNATURE & DATE

*****Please attach a print out of good standing from SAM.Gov*****

CONFLICT OF INTEREST

2 CFR 200.112 and 2 CFR 200.318

Conflicts of interest arise when officials or staff stand to benefit either directly themselves or indirectly through business partners or relatives from the awarding or contracting of grant funds. When conflicts of interest arise, ARPA Staff will identify, disclose, and manage them in compliance with Super Circular (2 CFR Part 200.112 Conflict of Interest) and 24 CFR Part 570.611 Conflict of Interest for ARPA.

In the procurement of supplies, equipment, construction, and services by the subrecipients, the conflict of interest provisions in 2 CFR 200.318 shall apply. In all cases not governed by 2 CFR 200.318, this policy will be followed. Such cases include the acquisition and disposition of real property and the provision of assistance by its subrecipients/entities to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

A Conflict of Interest is a real or apparent incompatibility between a person's private interests and his/her public or fiduciary duties. For the purposes of ARPA, the rule is that no persons who are a (n):

- Employee,
- Agent,
- Consultant,
- Officer,
- Elected Official, and/or
- Appointed official

OF THE:

- Town, City or County under the Cumberland County jurisdiction.
- Recipient of ARPA funds (applies to all non-profit agencies)
- Federal Government

WHO:

- Exercise or have exercised any functions or responsibilities with respect to ARPA activities, and/or
- Are in a position to participate in decision making process or gain inside information with regard to such activities,

SHALL NOT:

- Obtain a financial interest or benefit from a ARPA -assisted activity,
- Have a financial interest in any contract, subcontract, or agreement with respect to a ARPA -assisted activity, or with respect to the proceeds of the ARPA -assisted activity.

Either for themselves or those with *whom they have business or immediate family ties*, during their tenure or for one year thereafter.

EXCEPTIONS

Upon the written request of the recipient, Treasury may grant an exception to the provisions of this section on a case-by-case basis when it has satisfactorily met the threshold requirements below:

Treasury will consider an exception only after the recipient has provided the following documentation:

1. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and description of how the public disclosure was made. AND
2. An opinion from the Cumberland County-Legal Department must be obtained indicating the interest for which the exception is sought would not violate State or local law.

IMPORTANT: *Mere submission of a request for an exception does not authorize a recipient to engage in any activity or enter into any contract that constitute a conflict. An exception is not granted until the subrecipient receives such determination in writing from the County as instructed by Treasury.*

In order to successfully obtain an exception from Treasury, the following points must be addressed:

- Significant cost benefit or essential expertise to the project.

- Opportunity for open competitive bidding or negotiation
- Person affected:
 - Member of low or moderate income class of persons intended to be beneficiaries of the assisted activity.
 - Exception will permit such person to receive same benefits as the class.
- Person affected has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the assisted activity.
- Interest or benefit was present *before* affected person was in the conflicting position.
- Undue hardship to subrecipient or person affected which weighed against public interest served by avoiding the prohibited conflict.
- Any other relevant considerations.

**** CONFLICT OF INTEREST FORMS MUST BE SIGNED BY ADMINISTRATION, STAFF AND BOARD OF DIRECTORS.**

CONFLICT OF INTEREST

2 CFR 200.112 and 2 CFR 200.318

No employee, officer or agent of Cumberland County, or its set a sides communities, sub-grantee or subrecipient shall participate in selection, award or administration of contract or conduct business with a vendor if a conflict of interest, real or apparent would be involved.

- A. the employee, officer or any agent
- B. a member of his/her immediate family
- C. his or her partner
- D. an organization, which employs or is about to employ, any of the above, has financial or other interest in the firm selected for award.

Cumberland County's, sub-grantee or subrecipient, officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential

contractors, or parties to sub-agreements, vendors or potential vendors. Depending on gravity, violation of this Conflict of Interest could result in dismissal, probation or suspension of officers, employees or agents involved or termination of contractual agreements with subrecipients.

Non-disclosure Policy any Cumberland County employee, sub-grantee or subrecipient shall make no disclosure of verbal or written price quotations. Violation of the nondisclosure policy shall be subject to disciplinary action as provided by the County or termination of contractual agreements when a subrecipient/sub-grantee employee is involved.

Personal Interest No member of the County Commissioners or any officer or employee of the County, sub-grantee or subrecipient shall have a financial interest, direct or indirect or by reason of ownership of stock in any corporation, in any contract or in the sale to the County of Cumberland, sub-grantee or subrecipient or to a contractor supplying the County of Cumberland, sub-grantee or subrecipient of any land or rights or interest in any land, material, supplies, or services, or in any matter in which he acts for the County of Cumberland. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee of the County of Cumberland, sub-grantee or subrecipient found guilty shall there by forfeit his or her office. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the County of Cumberland, sub-grantee or subrecipient shall render the contract void by the Compliance and Audit Director or the County Commissioners.

Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Samuel Rosh CEO

Employee Print or type Name and Position/Title



Signature

Benchmark

Company Name

07/30/24

Date

**CERTIFICATION OF PRIME CONTRACTOR REGARDING EQUAL
EMPLOYMENT OPPORTUNITY**

Certification by Prime

Name of prime contractor: Benchmark

Address of prime contractor: 34 Thomas Drive, Westbrook, ME 04092

Tax ID # of prime contractor: 01-0479628

1. Contractor has participated in a previous contract or subcontract subject to the EEO Clause.
 Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No


3. Contractor has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any contractor or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions. Where the certification indicates that the contractor has not filed a compliance report due under applicable instructions, such contractor shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

By signing below, you are certifying your answers to the four questions above were truthful:
Sam Rush, CEO

Name and Title of Authorized Representative (print or type)



Signature of Authorized Representative

07/30/24
Date of Signature

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

E.O. 11246 requires covered contractors and subcontractors to refrain from discrimination and to engage in affirmative steps to ensure that applicants and employees receive equal employment opportunity regardless of race, color, religion, sex, sexual orientation, gender identity, and national origin. Additionally, E.O. 11246 prohibits contractors and subcontractors from taking adverse action against employees or applicants for asking about, discussing or disclosing their pay or the pay of their co-workers.

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



General Contractor Signature

Sam Rush

General Contractor Printed Name

07/30/24

Date

FEDERAL REQUIREMENTS FOR SLFRF

1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

(P.L. 88-352), as amended, (42 USC 2000d) and the requirements imposed by the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to that Title. In accordance therewith no person in the United States shall, on the grounds of race, handicap, color, sex, national origin or familial status be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under any program or activity which is paid for with federal funds. The Owner further adds that there shall not be any form of discrimination by any party in any ARPA contract on the basis of familial status, sexual orientation or sex.

2. REHABILITATION ACT OF 1973

29 USC 794, Executive Order 11914, Section 504. No otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

3. SECTION 202 OF EXECUTIVE ORDER 11246 Applicable to Federally assisted construction contracts and related subcontracts. During the performance of this contract, the contractor agrees as follows:

- A. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of Compensation; and selection for training, including apprenticeship.
- B. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.
- D. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- E. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- F. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- G. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- H. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- I. The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provision, including sanctions for non-compliance. Provided, however, that in the event a

contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the contractor may request the United States to enter into such litigation to protect the interest of the United States.

- J. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on -the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants WM receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - (c) The contractor will send to each labor union or representative of workers. With which he has a collective bargaining agreement or other contract.

4. **Disbarment & Suspension.** Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5. **CERTIFICATION OF NONSEGREGATED FACILITIES AS REQUIRED BY THE MAY 19, 1967, ORDER (32 F.R. 74390 ON ELIMINATION OF SEGREGATED FACILITIES, BY THE SECRETARY OF LABOR.** Prior to the award of any construction contract or subcontract, the Contractor shall submit signed Certification of Non-segregated Facilities Forms for him/herself and all subcontractors.

6. THE AGE DISCRIMINATION ACT OF 1975

No person in the United States shall, on the basis of age, be excluded from participation or be denied the benefits of, or be subjected to discrimination under, any program or activity undertaken with federal funds.

7. LABOR STANDARDS

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- A. **Specific to ARAP and when it is the sole source of federal funds, Davis Bacon is NOT applicable unless the total cost of the project will exceed 10 Million dollars:**
- B. recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of

laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

- (a) The number of employees of contractors and sub-contractors working on the project;
- (b) The number of employees on the project hired directly and hired through a third party;
- (c) The wages and benefits of workers on the project by classification; and
- (d) Whether those wages are at rates less than those prevailing.
- (e) The County must maintain sufficient records to substantiate this information upon request.
- (f) A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)).

8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)**. All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable Federal laws and regulations pertaining to labor standards. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
9. **Rights to Inventions Made Under a Contract or Agreement**. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
10. **Copeland Anti-Kickback Act** requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency

11. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION
TITLE IV OF THE LEAD BASED PAINT POISONING PREVENTION ACT

A. Lead-Based Paint Hazards (Applicable to contracts for construction or rehabilitation of residential structures) The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosives When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats. The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safely Devices The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. They shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

12. **THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970.** (P.L. 91-646 as amended), 15 CFR Part 916 including amendments thereto and regulations there under, as provided by 1. M.R.SA 901 et seq. The Contractor and Grantee will ensure that all work performed under this Agreement will be done in accordance with this act.
13. **ARCHITECTURAL BARRIERS ACT (P.L 90-480), 42 USC 4151, AS AMENDED,** and the regulations issued or to be issued there under, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.
14. **THE CLEAN AIR ACT AS AMENDED, 42 USC 1857 ED SEQ.9 THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility, which has given rise to a conviction under section 113(c) (1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.
15. **MINORITY BUSINESS ENTERPRISES** Referenced in Executive Order #11625, OMEB Circular A-102 Attachment 0 Procurement Standards. Grantees are to give priority to Minority Business Enterprises in purchase of supplies, equipment, construction, and services.
16. **SECTION 319 OF PUBLIC LAW 101-121**The grantee shall comply with the requirements of Section 319 of Public Law 101-121 regarding government wide restrictions on lobbying.
17. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See: § 200.323. See § 200.216. See § 200.322. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]
18. **Remedial Actions.** In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
19. **Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
20. **False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

21. **Publications.** Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

22. **Debts Owed the Federal Government.** Any funds paid to Recipient

1. in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award;
2. that are determined by the Treasury Office of Inspector General to have been misused; or
3. that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

23. **Disclaimer.** The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

24. **Protections for Whistleblowers.**

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

25. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

26. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

The Prime Contractor hereby agrees, to and will comply with the terms and use of the federal program and its provisions hereto as a condition of the Bid and thereby award. The contractor acknowledges that they have read and understand said provisions hereto.

Insert Name Here:



Authorized Representative:

Title: CEO Date signed:

07/30/24

BENCHMARK ● Active Registration

Unique Entity ID:
DSM7PN1UFAY3

Doing Business As:
(blank)

Purpose of Registration:
All Awards

Expiration
Date:

Oct 11, 2024

CAGE/NCAGE:
5AKT4

Physical Address:
34 THOMAS DR
WESTBROOK, ME 04092-3824
USA



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Benchmark
34 Thomas Drive
Westbrook, ME 04092

OWNER:

(Name, legal status and address)

Cumberland County Government
142 Federal Street, Suite 100, Portland, ME 04101

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

27 Northport Drive Office Renovation, Portland, ME - Architect Project No. 3529230025

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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User Notes:

(2021278002)

Signed and sealed this 30th day of July, 2024.

Kimberly Rice
(Witness)

Marjorie J. Schmieks
(Witness) Marjorie J. Schmieks

Benchmark
(Contractor as Principal) _____ (Seal)

By: [Signature]
(Title) CEO

Berkley Insurance Company
(Surety) _____

By: [Signature]
(Title) Deron K. Treadwell, Attorney-in-Chief



Init.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Deron K. Treadwell

Surety Bond No.: Bid Bond
Principal: Benchmark
Obligee: Cumberland County Government

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

(Seal) [Corporate Seal] Attest: By Philip S. Welt, Executive Vice President & Secretary

Berkley Insurance Company By Jeffrey M. Hafter, Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDEAKEN
NOTARY PUBLIC
CONNECTICUT

[Signature]
Notary Public, State of Connecticut

MY COMMISSION EXPIRES 04-30-2029

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 30th day of July, 2024.

(Seal) [Corporate Seal]

[Signature]
Vincent P. Forte

Contractor	Base Bid	ABI1	ABI2	ABI3	ABI4	ABI5	ABI6	ABI Totals	TOTAL Base + ABIs	Federal Documents	Bid Bond	Schedule of Values
Allied Cook	\$3,283,303.00	\$66,620.00	\$66,620.00	\$66,620.00	\$75,061.00	\$75,061.00	\$44,596.00	\$394,578.00	\$3,677,881.00	NO	YES	
Optimum	\$3,288,900.00	\$69,130.00	\$68,864.00	\$68,705.00	\$89,263.00	\$90,167.00	\$109,332.00	\$495,461.00	\$3,784,361.00	NO	YES	
Benchmark	\$3,384,908.00	\$69,000.00	\$69,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$60,000.00	\$438,000.00	\$3,822,908.00	YES	YES	YES
PM Construction	\$3,441,469.00	\$68,364.00	\$68,358.00	\$68,357.00	\$77,881.00	\$76,850.00	\$51,773.00	\$411,583.00	\$3,853,052.00	NO	YES	
Great Falls	\$3,455,424.00	\$72,941.00	\$72,941.00	\$72,941.00	\$94,368.00	\$94,368.00	\$45,195.00	\$452,754.00	\$3,908,178.00	YES	YES	YES
Sheridan	\$3,595,408.00	\$65,840.00	\$66,479.00	\$66,479.00	\$75,573.00	\$75,786.00	\$24,065.00	\$374,222.00	\$3,969,630.00	YES	YES	YES
Doten's	\$3,640,000.00	\$74,000.00	\$71,000.00	\$73,000.00	\$82,000.00	\$82,000.00	\$49,000.00	\$431,000.00	\$4,071,000.00	NO	YES	NO



Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-078

Agenda Date: 8/12/2024

Agenda Item Request:

Authorization of the County Manager to sign on behalf of the County Commissioners a transfer document with regards to the sale of the Maine Mariners hockey team.

Background and Purpose of Request:

Requestor: James H. Gailey

Transferring the Agreements between Portland Hockey, LLC (Comcast Spectracor) and Cumberland County to the new ownership group PowerPlay, LLC.

Presentation: No

Funding Amount and Source: Not Applicable

Effective Date if Applicable: Upon signing transfer document

Maine
Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	James H. Gailey, County Manager
DATE:	August 5, 2024
SUBJECT:	Transfer of Ownership – Maine Mariners

Requested Action:

Authorize the County Manager to sign on behalf of the County Commissioners a transfer document with regards to the sale of the Maine Mariners hockey team.

Background & Purpose of Request:

As the County Commissioners are aware, the Maine Mariners are being sold by Comcast Spectracor (Portland Hockey LLC) to Powerplay LLC. In July, the Commissioners and CIA Board of Trustees held an executive session to meet with both parties and talk through the process of the sale. The two parties are close to finalizing the sale and it is the appropriate time for the County Commissioners to act on the transfer of lease from one to another. There is one-year left on the current lease arrangement. Powerplay LLC has already reached out to the County expressing a desire to begin contract extension talks within the next month.

Funding Amount and Source: Non-applicable

Attachments: Transfer Maine Mariners Hockey Agreements

Board of Commissioners
Cumberland County Civic Center
c/o Mr. James H. Gailey, County Manager
One Civic Center Plaza
Portland, ME 04101

Re: Request for Consent to Assignment of Hockey Lease Agreement and Financial Subsidy Agreement

Dear Mr. Gailey and Commissioners,

Portland Hockey, LLC (the "Company") is currently contemplating the sale (the "Sale") of substantially all of its assets, including, but not limited to, the assets related to the hockey team known as the Maine Mariners (the "Team") and its franchise/membership rights in the ECHL, to Powerplay LLC (the "Buyer").

In connection with the Sale, Portland Hockey, LLC kindly requests the consent of Cross Insurance Arena (a/k/a Cumberland County Civic Center) (the "Center") to the assignment, by the Company to the Buyer, of (i) that certain Hockey Lease Agreement, dated June 13, 2017, by and between the Center and the Company, as amended by that certain Extension to Lease Agreement, dated January 19, 2021, and that certain Second Extension to Lease Agreement, dated February 17, 2022 (collectively, the "Lease"), and (ii) that certain Financial Subsidy Agreement, effective as of February 15, 2022, by and between the Center and the Company, as amended by that certain Amendment of Financial Subsidy Agreement, dated as of March 27, 2024.

Section 16 of the Lease provides that "[I]n the event of a potential sale of the TEAM's franchise rights in the ECHL, TEAM shall be permitted to assign this LEASE to the buyer of such rights upon the written consent of CENTER, which shall not be unreasonably withheld, conditioned or delayed." Please see a draft form of written consent to assignment attached hereto as Exhibit A.

Accordingly, we respectfully request that the Board of Commissioners schedule this matter as an agenda item to be discussed during its August 12, 2024 meeting.

If you have any questions regarding the foregoing, please do not hesitate to contact us. We ask that you treat the existence of the Sale as confidential and not disclose the Sale to any third parties. Thank you for your prompt attention to this matter.

Very truly yours,

PORTLAND HOCKEY, LLC

By: 
Name: John Master
Title: EVP, Chief Legal & Strategy Officer

Exhibit A

Form of Written Consent to Assignment

[See attached.]

CONFIDENTIAL

Cross Insurance Arena
a/k/a Cumberland County Civic Center
One Civic Center Plaza
Portland, ME 04101
c/o General Manager

August 5, 2024

Re: Consent to assignment of (i) that certain Hockey Lease Agreement, dated June 13, 2017, by and between Cross Insurance Arena (a/k/a Cumberland County Civic Center) (the "Center") and Portland Hockey, LLC (the "Company"), as amended by that certain Extension to Lease Agreement, dated January 19, 2021, and that certain Second Extension to Lease Agreement, dated February 17, 2022 (collectively, the "Arena Lease"), and (ii) that certain Financial Subsidy Agreement, effective as of February 15, 2022, by and between the Center and the Company, as amended by that certain Amendment of Financial Subsidy Agreement, dated as of March 27, 2024 (collectively, the "Subsidy Agreement" and together with the Arena Lease, the "Agreements").

Dear Sir or Madam:

The Company is currently contemplating the sale (the "Sale") of substantially all of its assets (the "Assets"), including, but not limited to, the assets related to the hockey team known as the Maine Mariners (the "Team") and its franchise/membership rights in the ECHL, to Powerplay LLC (the "Buyer").

In connection with the Sale, we kindly request the Center's consent to the assignment of the Agreements by the Company to the Buyer. Please indicate the Center's consent by signing in the space provided below and returning a countersigned copy of this letter by email as soon as possible to: John_Master@comcastspectacor.com.

Upon the Company's receipt of a countersigned copy of this letter, the Center hereby consents to the assignment of the Agreements by the Company to the Buyer effective upon the closing of the Sale. The foregoing consent (i) is valid only if the closing of the Sale occurs, (ii) is expressly limited to the assignment to and the assumption by the Buyer of the Agreements in connection with the Sale, and (iii) will not be deemed to be a consent to any further assignment of the Agreements thereafter.

The Company shall promptly notify the Center: (i) in the event that the parties to the Sale no longer intend to consummate the Sale, in which case this letter will be null and void and withdrawn as of such notification, or (ii) of the date that the Sale is consummated.

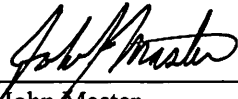
Except as otherwise provided in this letter, nothing in this letter shall be construed as a waiver by either party of any rights under the Agreements, and each party expressly reserves all rights and remedies under the Agreements. This letter shall be binding upon the parties and their respective successors and assigns.

If you have any questions regarding the foregoing, please do not hesitate to contact us. We ask that you treat the existence of the Sale as confidential and not disclose the Sale to any third parties. Thank you for your prompt attention to this matter.

[Signature page follows]

Sincerely,

PORTLAND HOCKEY, LLC

By: 
Name: John Master
Title: EVP, Chief Legal and Strategy Officer

Acknowledged and agreed as of the date set forth above:

**CROSS INSURANCE ARENA
a/k/a CUMBERLAND COUNTY CIVIC CENTER**

By: _____
Name:
Title:



Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-079

Agenda Date: 8/12/2024

Request For Agenda Item:

To enter into Executive Session under 1 M.R.S.A. §405(6)(A) for the discussion of duties and compensation.

Background and Purpose of Request:

EXECUTIVE SESSION

To enter into Executive Session under 1 M.R.S.A. §405(6)(A)



Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-080

Agenda Date: 8/12/2024

Agenda #:

Request For Agenda Item:

To enter into Executive Session under 1 M.R.S.A. §405(6)(E) for consultation with the County's attorney concerning legal rights and duties.

Background and Purpose of Request:

EXECUTIVE SESSION

To enter into Executive Session under 1 M.R.S.A. §405(6)(E) for consultation with the County's attorney concerning legal rights and duties.