

Cumberland County

142 Federal St
Portland, ME 04101



Agenda - Final

Tuesday, April 22, 2025

5:30 PM

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

Board of Commissioners

District 3 - Chair Stephen Gorden

District 1 - Jean-Marie Caterina

District 2 - Tom Tyler

District 4 - Patricia Smith

District 5 - James Cloutier

CALL TO ORDER**ATTENDANCE****PLEDGE OF ALLEGIANCE****APPROVAL OF THE MINUTES**

[CD 25-011](#) Approval of the minutes March 17, 2025, meeting of the Board of Commissioners and the minutes from March 31, 2025, Board of Commissioners Workshop.

Attachments: [2025.03.17 Commissioners Meeting Minutes](#)
[2025.03.17 Meeting Attachment A](#)
[2025.03.17 Meeting Attachment B](#)
[2025.03.31 Workshop Commissioners Meeting Minutes](#)

INFORMATIONAL REPORT/PRESENTATIONS

[CD 25-012](#) Regional Communications 2025 1st Quarter Report

Attachments: [Quarterly Newsletter 2025 1st Quarter](#)

COMMENTS FROM THE PUBLIC

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

CONSENT AGENDA

[25-031](#) Approval of the Sheriff's Office Commissions March 2025

Attachments: [Sheriff's Office Commission Memo March 2025](#)

[25-032](#) Authorization of the Law Enforcement Services Contract between Cumberland County Sheriff's Office, Board of County Commissioners and the Town of Harpswell from April 1, 2025 to March 31, 2026.

Attachments: [Harpswell LE Position Paper 2025-2026](#)
[Harpswell Contract-Patrol 2025](#)

- [25-033](#) Authorization of the Marine Patrol Law Enforcement Services Contract between Cumberland County Sheriff's Office, Board of County Commissioners and the Town of Harpswell from April 1, 2025 to March 31, 2026.
- Attachments:** [Harpswell Marine Patrol Position Paper 2025-2026.docx](#)
[Harpswell Marine Patrol Contract 2025-2026](#)
- [25-043](#) Authorization of the Law Enforcement Services Contract between Cumberland County Sheriff's Office, Board of County Commissioners, Maine School District 15, and the Town of Gray from July 1, 2025 to June 30, 2026.
- Attachments:** [PP - MSAD #15 2025](#)
[MSAD #15 SRO Contract 2025.pdf](#)
- [25-034](#) Authorize the County Manager to sign the 3-year Regional Assessing Contract with the Town of Baldwin (2025-2028)
- Attachments:** [PP - Baldwin Assessing Contract 25-28](#)
[Baldwin - Signed 2025-2028 Assessing Contract](#)
- [25-035](#) Authorize the County Manager to sign the 3-year Regional Assessing Contract with the Town of Falmouth (2025-2028)
- Attachments:** [PP - Falmouth Assessing Contract 2025-28](#)
[Town Signed Falmouth Assessing 2025-2028](#)
- [25-036](#) Acceptance of the monetary donation of \$100 from the Casco Day Fair Association for supplies for the Regional Communications 911 Public Education Program.
- Attachments:** [Casco Days Donation to CCRCC 2025](#)
- [25-037](#) Authorize the submission of a FY2026 Congressional Direct Spending Request to Senator Collins' Office.
- Attachments:** [PP - Congressional Spending Request April 2025](#)
[Congressional Spending Request April 2025 Windham Fire Station](#)
- [25-038](#) Authorize the County Manager to sign the First Amendment to the Lease with Bell Atlantic Mobile Systems d/b/a Verizon.
- Attachments:** [PP - Verizon First Amendment to Lease April 22 2025](#)
[First Amendment to Tower Lease Verizon April 2025](#)

NEW BUSINESS

- [25-024](#) Approval of the Community Development 2025 Annual Action Plan including the allocation of CDBG and HOME partnership funds and Authorization of the County Manager to execute all required Certifications, Applications and Documents in conjunction with the submittal of the 2025 Consolidated Annual Action Plan. (Second Reading and Final Public Hearing)

Attachments: [2025 - Position Paper - CDBG](#)
[CDBG Staff Report - 3.10.2025](#)
[2025 AAP Goals](#)

- [25-039](#) Adopting a 12.5% Indirect Rate for Cumberland County.

Attachments: [Indirect Rate Setting April 2025](#)

- [25-040](#) Proclaim the week of May 4 -10, 2025 as National Correction Officer Week in Cumberland County.

Attachments: [Proclamation Corrections Officers Week - May 2025](#)

- [25-041](#) Proclaim the week of May 11-17, 2025 as National Law Enforcement Week in Cumberland County.

Attachments: [Proclamation Law Enforcement Week - May 2025](#)

EXECUTIVE SESSION

- [25-042](#) To enter into executive session Title 1 M.R.S.A. §405(6)(D) for the discussion regarding the Lease Agreement between Power Play, LLC and Cumberland County.

COMMENTS FROM THE EXECUTIVE STAFF**COMMENTS FROM THE COUNTY MANAGER****COMMENTS FROM THE COUNTY COMMISSIONERS**

Next Meeting: Monday, May 19, 2025 at 5:30 pm

ADJOURNMENT



Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: CD 25-011

Agenda Date: 4/22/2025

Title:

Approval of the minutes March 17, 2025, meeting of the Board of Commissioners and the minutes from March 31, 2025, Board of Commissioners Workshop.

Background and Purpose of Request:

Review and approve the attached minutes.

Staff Contact: Katharine Cahoon, Executive Dept



Cumberland County

Board of Commissioners

Meeting Minutes - Action Results

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

Monday, March 17, 2025

6:00 PM

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

Start time is an estimate, the meeting will follow after the Workshop.

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 Stephen Gorden at 6:10pm.

ATTENDANCE

Present: 5 - Chair Stephen Gorden, Vice Chair Patricia Smith, Commissioner James Cloutier, Commissioner Jean-Marie Caterina, and Commissioner Tom Tyler

County Staff:

James Gailey, County Manager
Alex Kimball, Deputy County Manager
Katharine Cahoon, Admin and Special Projects
Theresa Grover, Director of Finance
Amy Jennings, Director of Human Resources
Brian Pellerin, Chief Deputy

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

[CD 25-007](#) Approval of the minutes, March 3, 2025, executive session of the Board of Commissioners

A motion was made by Vice Chair Smith, seconded by Commissioner Caterina, that this Minutes Report be APPROVED. The motion carried by a unanimous vote.

[CD 25-008](#) Approval of the minutes, February 18, 2025 meeting of the Board of Commissioners

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

INFORMATIONAL REPORT/PRESENTATIONS

[CD 25-009](#) 2024 4th Quarter Newsletter Communications Department

This Report was RECEIVED AND FILED.

[CD 25-010](#) Introduction Chair of Maine County Commissioners Andre Cushing, County Commissioner of Penobscot County

Penobscot County Commissioner Andre Cushing spoke about his experience in the legislature and county government. He spoke about the different services Maine counties provide to their respective municipalities. Penobscot Commissioner Cushing said that he is looking forward to working with the Board of Cumberland County Commissioners and is reaching out to all Maine County Commissioners.

He submitted a summary of his goals which are attached to these minutes as Attachment A.

This Presentation was READ INTO THE RECORD.

COMMENTS FROM THE PUBLIC

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

Giovanna Peruzzi, legal representative of the Cumberland County Jail Employees for the NCEU. She shared some data, since February 18, 2025, there have been 85 holds at the jail preventing staff from going home. There are eight shifts that are operating below minimum. She encouraged Human Resources to address the retention problem of staff at jail.

Chris DeCapua, President of the Correctional Officer's Union. He stated that the transport unit requires specialized training above the pay grade for CO. He submitted a packet that he presented at the first negotiations session, Cost of Living Analysis and Wage Survey, which is attached to these minutes as Attachment B. He stated that the Union had reached out to initiate negotiations in July but were only started until September. He read a letter from the Teachers Union in Brunswick regarding their School District negotiations successfully reach an agreement, he hoped that negotiations would successfully conclude soon.

Cody Belyea, Vice President of Jail Union, shared a personal experience, when meeting with a financial adviser he was told that at his pay rate he would not be able to afford a house in Cumberland County and would have to live in a different county. The financial advisor learned about his overtime and determined that it was physically impossible. He stressed that continuous weeks of overtime results in a lack of sleep.

Chris Beal, Cumberland County Employee with the Jail for 12 years spoke. He stated that he was tired of overtime two to three times a week. He has six years of being held over. He noted that he and 9 others had applied for Maine State Probation and shows just how many people want to leave the jail now. Unable to afford a home in Cumberland County and lives in Sagadahoc County. He stated the only Commissioner to visit the jail was Susan Witonis. He invited the Commissioners to visit the Jail.

Ian Northup, Cumberland County Employee with the Jail for 10 years spoke. He stated that when he first started his was proud to serve his community. He explained that he became certified and

participated in trainings and became an instructor. His work schedule no longer allows for him to instruct other employees. He stated that the consequences of work schedules are resulting in employee's personal tolls, divorce, heart issues and mental health issues.

William Lawson, stated that he spoke at the February Commissioners Meeting, he said that he has given up so much that benefits the Jail. He was a firearms instructor for 20 years and had to make the decision to give up the role of instructor because it took away from his personal life. The experience and knowledge that is being lost is unfortunate. He doesn't want to give back and support the county when it's not giving to him. He recalled what the Sheriff said, five years it's a hump and 10 years it's Mount Everest.

Commissioner Smith and Commissioner Caterina stated for the record that they both toured the jail and were greeted by Chris DeCapua when they toured. This was confirmed by Chris.

Commissioner Tyler shared that he had served on the Jail Board Of Visitors and had toured the Jail multiple times. As a new Commissioner he looks forward to touring and he understands what is going on.

Chair Gorden thanked the speakers for sharing their experiences and wanted them to know that they are a good group and are necessary to the County. He thanked them for their time and closed public comment period.

CONSENT AGENDA

Approval of the Consent Agenda

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

Yes: 5 - Chair Gorden, Vice Chair Smith, Commissioner Cloutier, Commissioner Caterina, and Commissioner Tyler

No: 0

[25-018](#) Authorize the County Manager to sign the Regional Assessing 3-year contract with the Town of Casco.

This Order was APPROVED.

[25-019](#) Authorize the County Manager to sign the Regional Assessing 3-year contract with the Town of North Yarmouth.

This Order was APPROVED.

[25-020](#) Approval of the Sheriff Office Commissions January through February 2025

This Order was APPROVED.

[25-021](#) Authorization for the County Manager to submit a proposal to the Maine Health Access Foundation in response to the FY 2025 Systems Improvement and Innovation Response Grant.

This Order was APPROVED.

[25-028](#) Authorization for the County Manager to submit a proposal to the State of Maine Department of Public Safety in response to the FY 2025 Substance Use

Disorder Assistance Program Request for Applications

This Order was APPROVED.

ARPA BUSINESS

25-022

Approval of the Cumberland County Commissioners to authorize the transfer of \$1.2 million in contingency funds from the Municipal Water and Sewer Infrastructure allocation to the North Windham Wastewater Treatment System Project.

County Manager Gailey explained the allocation is part of the Windham Town sewer project in the business district. The \$1.2 million was allocated to wastewater projects in the previous Fall. The ARPA funds were earmarked and are now being allocated specifically for the North Windham Wastewater Treatment System Project. The funded project will extend the sewer to the Fire Station. The contract with Windham Town will allow space for the Sheriff's office in the new Fire Station.

Commissioner Caterina asked if the project had started, County Manager Gailey confirmed that it had started. Commissioner Tyler shared that there is a significant amount of housing that is scheduled to be developed in Windham.

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

Yes: 5 - Chair Gorden, Vice Chair Smith, Commissioner Cloutier, Commissioner Caterina, and Commissioner Tyler

No: 0

25-023

Authorization for the County Manager to execute the Memorandum of Agreement between the Town of Windham and Cumberland County for space within the proposed Windham Town fire station.

County Manager Gailey stated that the office space would be 3,000 square feet. Commissioner Smith asked if the Sheriff's Office would be a benefit to the Sheriff's Officers, County Manager Gailey confirmed that it would be. This would be a substation and provide Sheriff's Deputies and CID opportunities to work. He added that the County would be responsible for the cost of outfitting the work stations in the office space. Chair Gorden asked if fleet vehicles would be serviced at the Windham location. County Manager Gailey stated that it was a future possibility but for now they would continue to be serviced in Portland.

A motion was made by Commissioner Tyler, seconded by Commissioner Caterina, that the Order be APPROVED. The motion carried by the following vote:

Yes: 5 - Chair Gorden, Vice Chair Smith, Commissioner Cloutier, Commissioner Caterina, and Commissioner Tyler

No: 0

NEW BUSINESS[25-029](#)

Review the proposed MOU between the Cumberland County Sheriff's Office and The Opportunity Alliance to develop and coordinate efforts for a Law Enforcement Crisis Response Liaison (LECRL).

County Manager Gailey stated that the item was discussed at the workshop earlier. Commissioner Tyler asked Chief Deputy Brian Pellerin how envisions the response to mental health calls. Chief Deputy Brian Pellerin stated that it would be two fold, intervention before an incident escalates and becomes violent and address repeating weekly calls by a single caller.

A motion was made by Commissioner Caterina, seconded by Vice Chair Smith, that the Order be APPROVED. The motion carried by the following vote:

Yes: 5 - Chair Gorden, Vice Chair Smith, Commissioner Cloutier, Commissioner Caterina, and Commissioner Tyler

No: 0

[25-024](#)

Approval of the Community Development 2025 Annual Action Plan including the allocation of CDBG and HOME partnership funds and Authorization of the County Manager to execute all required Certifications, Applications and Documents in conjunction with the submittal of the 2025 Consolidated Annual Action Plan.

Community Development Director Courtney Kemp presented the Community Development Annual Action Plan for 2025. She shared that the Municipal Outreach Committee had met and approved two public infrastructure projects, two public housing projects, and two public services projects. The childcare job creation, 18 new jobs and spots reserved for low to moderate income. She stated that the public infrastructure projects were awarded to Windham Town for the development of a pocket park and Habitat for Humanity for their critical home program and their Alpha One Critical Access Program. My Place Teen Center in Westbrook and Through These Doors were awarded public services grants. For the Set-Aside, Bridgton Town will construct a playground and direct funding to the Bridgton Food Pantry. The City of South Portland, a set-Aside, will also construct a playground and direct funds to housing development. South Portland Public Service allocation also includes Through These Doors, Meals on Wheels and Portland Family's Greater Promise.

At 6:54 pm Chair Gorden opened the public hearing for the Community Development Annual Action Plan. There were no comments from the public. At 6:54 Chair Gorden closed the public hearing.

Commissioner Caterina shared that she attended the Municipal Outreach Committee meeting and had enjoyed scoring the Community Development Applications.

Chair Gorden asked Director Kemp about funding of operational costs versus capital costs. Director Kemp stated that she would find out, she stated that applications this period were very different compared to previous years. Chair Gorden shared that he is hesitant to fund operational costs for municipalities

because they're difficult to sustain.

A motion was made by Commissioner Caterina, seconded by Commissioner Tyler, that the Order Requiring a Public Hearing be INTRODUCED ON FIRST READING to the Board of Commissioners. The motion carried by the following vote:

Yes: 5 - Chair Gorden, Vice Chair Smith, Commissioner Cloutier, Commissioner Caterina, and Commissioner Tyler

No: 0

[25-025](#)

Proclaim the week of April 13 - 19, 2025 to be National Public Safety Telecommunicators Week in Cumberland County

Commissioner Smith stated that she was proud of the staff at the CCRCC and they are a shining example of dedicated County employees. Commissioner Caterina thanked the CCRCC staff and said that she is looking forward to her tour at the CCRCC. Commissioner Tyler stated that he attended the Regional Communications Board of Directors meeting. He was very impressed with how active members are and how they continue to stay involved with the community. Chair Gorden agreed that the CCRCC has always shown a high level of professionalism.

A motion was made by Commissioner Cloutier, seconded by Commissioner Caterina, that the Proclamation be APPROVED. The motion carried by the following vote:

Yes: 5 - Chair Gorden, Vice Chair Smith, Commissioner Cloutier, Commissioner Caterina, and Commissioner Tyler

No: 0

[25-026](#)

Proclaim the week of April 21 - 25, 2025 as National Community Development Week in Cumberland County.

A motion was made by Commissioner Caterina, seconded by Commissioner Cloutier, that the Proclamation be APPROVED. The motion carried by the following vote:

Yes: 5 - Chair Gorden, Vice Chair Smith, Commissioner Cloutier, Commissioner Caterina, and Commissioner Tyler

No: 0

EXECUTIVE SESSION

[25-027](#)

Authorization of the County Commissioners to enter into executive session Title 1 M.R.S.A. §405(6)(D) for the opportunity to discuss contract negotiations with the National Corrections Employees Union and the Teamster Corrections Supervisor Union.

Time Into Executive Session: 7:05 pm

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

Yes: 5 - Chair Gorden, Vice Chair Smith, Commissioner Cloutier, Commissioner Caterina, and Commissioner Tyler

No: 0

Time Out of Executive Session: 8:08 pm

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

Yes: 5 - Chair Gorden, Vice Chair Smith, Commissioner Cloutier, Commissioner Caterina, and Commissioner Tyler

No: 0

Next Meeting: Tuesday, April 22, 2025

ADJOURNMENT

After the Executive Session, there were no further comments.

Commissioner Caterina made a motion to adjourn the meeting, seconded by Commissioner Tyler. The motion carried by unanimous vote.



MCCA PRESIDENT'S GOALS-Andre Cushing

1. Strengthen our communications and working relationship with partner organizations such as (MMA, MSA, MACCAM, City & Town Managers) share goals, policy positions and participate in working groups on issues of mutual interest. Likewise, have a more prominent position interacting with legislators, municipal officials and those who can assist in county government delivering the services we offer to the citizens of our communities and state.
2. Seek opportunities to assist municipalities and UT to collaborate and find more effective ways to deliver the mandated and required services that local and county government is providing to our communities and citizens.
3. Grow awareness and opportunities for Maine County Commissioners to lead on key issues that make an impact on our counties and services. (Law enforcement, corrections services at the county level, 911 call centers, Emergency Management, Registry of Deeds & Probate, oversight of unorganized territories)

As I attend NACO and visit other states I see the services and benefits that county government can offer. While we must respect the strong tradition of home-rule that was established in Maine and other New England states, this model for rural communities is resulting in many challenges. Counties can be a resource to help, and some counties are starting to explore options in a number of areas. Workforce, mandated actions and reporting, and rising costs are factors that are raising great challenges. This is straining municipalities trying to fill positions and manage costs, one solution is regional collaboration, no longer should geopolitical boundaries impede the proper delivery of services. We can do better and be more effective together.

There is strength and value in cooperation. MCCA will provide future opportunities to gather local and county officials to share ideas, best practices and to build stronger relationships.

EVENTS- There has been some discussion about enhancing the July in person meeting, with a social component, potential speakers on issues of interest and additional training in light of the many new commissioners who have joined us in the last two elections.

① 3/17/25

Cost Of Living Analysis and Wage Survey – Cumberland County, ME

NCEU Negotiation Team

- John Chapman, NCEU Attorney
- Giovanna Peruzzi, NCEU Labor Representative
- NCEU Local 110 Leaders
 - Christopher DeCapua, Cody Belyea, Nicholas Berry, Dylan McCracken, Mark Renna

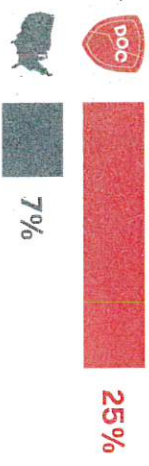


Cumby/NCEU Local 110 Negotiation 2024 – National Correctional Employees Union

(B) 3/17/25

Corrections officers experience...

Depression at a level significantly higher than the national average.



PTSD at a level significantly higher than the national average.



Suicide at a rate 39% higher than the working age national population.



Shorter life expectancy than the national average.



Sources: For corrections officer depression rates, see box note j, at the end of the report. For national depression rates, see National Institute of Mental Health (NIMH), "Major Depression," <https://perma.cc/GZV8-ZP38>. For corrections officer PTSD rates, see box note j. For national PTSD rates, see NIMH, "Post-Traumatic Stress Disorder (PTSD)," <https://perma.cc/23GX-6YBW>. For suicide rates, see Steven Stack and Olga Tsoudis, "Suicide Risk Among Corrections Officers: A Logistical Regression Analysis" Archives of Suicide Research 3, no. 3 (1997), 183-86, 184. For life expectancy statistics, see box note m.

Identified Challenge Areas



Low Wages



Scheduling
Difficulties



Staffing shortages



Staff Safety

Cost to Hire New Officers

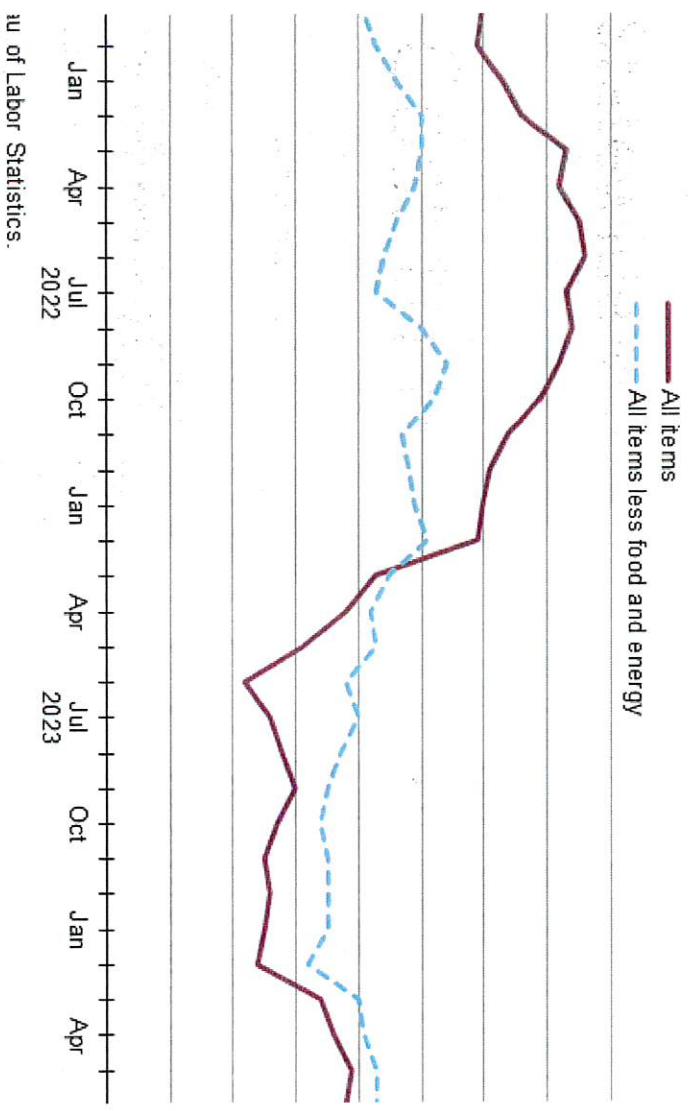
Cost to send New Officer to MCJA – Kennebec County				Cost to hire Certified Officer			
Hourly Wage		\$18.99 x 208 Hours	\$ 3,949.92	Orientation training (Hourly wage)	\$18.99 x 80	\$1,519.20	
Officer Covering shift (Base Salary X1.5)		\$28.49 x 208 Hours	\$ 5,924.88	FTO (Hourly Wage)	\$18.990	\$2,278.80	
Officer Uniforms			\$ 1,027.08	Uniforms		\$924.64	
MCJA			\$ 400.00	Buy out cost > 1 year MCJA		\$10,000.00	
Food at MCJA		\$8.50 x 26	\$ 221.00	FTO pay Stipen	\$0.500	\$60.00	
Orientation training at KCCF		\$18.99 x 80	\$ 1,519.20				
FTO at KCCF		\$18.99 x 120 Hours	\$ 2,278.80				
FTO pay Stipen		\$0.50 x 120 Hours	\$ 60.00				
Benefits for 5 weeks			\$ 2,951.82				
			Total Cost \$18,332.70				Total Cost \$14,782.64

Minimum Salary: \$25.62 Maximum Salary: \$28.74

**Payroll Break
Down On
Current
Wages**

- | | |
|--------------------------|---------------------------|
| • \$25.62 * 2080hrs = | • \$28.74 * 2080hrs = |
| \$53,289.60 annually | \$59,779.20 annually |
| • \$53,289.60 / 26wks = | • \$59,779.20 / 26wks = |
| \$2,049.60 pay period | \$2,299.20 pay period |
| gross | gross |
| • \$2,049.60 * 0.40 = | • \$2,299.20 * 0.40 = |
| \$819.84 taxes | \$919.68 taxes |
| • \$2049.60 - \$819.84 = | • \$2,299.20 - \$919.68 = |
| \$1,229.76 / pay period | \$1,379.52 / pay period |
| net | net |
| • \$1,229.76 * 2 = | • \$1,379.52 * 2 = |
| \$2,459.52 / avg. | \$2,759.04 / avg. |
| monthly net | monthly net |

the-year percent change in CPI-U, Northeast region, July 2021–July 2024



Inflation Rate 2020-2024 Northeast Region

- Consumer Price Index, Northeast Region – July 2024
 - Increase of 3.6 percent over the past year.
- Consumer Price Index, Northeast Region – July 2023
 - Increase of 2.3 percent from a year ago
- Consumer Price Index, Northeast Region – July 2022
 - Increase of 7.3 percent over the year
- Consumer Price Index, Northeast Region – July 2021
 - Increase of 4.3 percent over the year
- Consumer Price Index, Northeast Region – July 2020
 - Increase of 1.1 over the year.

Average Vehicle Price

- New Car: \$47,218¹
- Used Car: \$25,328¹
- The average monthly car payments for new vehicles is \$735 per month.
- Average used car payments are \$523 per month.²

• ¹Data source: KBB.com; ²Data source: Experian State of the Automotive Finance Market – Q1 2024

	New vehicles	Used vehicles	New leased vehicles
All	\$735	\$523	\$595
781 to 850 (super prime)	\$723	\$522	\$594
661 to 780 (prime)	\$740	\$514	\$591
601 to 660 (nonprime)	\$763	\$530	\$609
501 to 600 (subprime)	\$749	\$536	\$606
300 to 500 (deep subprime)	\$730	\$534	Not available

Source: Experian State of the Automotive Finance Market, Q1 2024.

Cumberland County, ME Housing Market & Income



Median Sale Price:
\$585,000

Increase of 6.4% from
2023



Median Household
Income: \$58,097 (2021
Census Report)

Cumberland County Housing Market Trends

What is the housing market like in Cumberland County today?

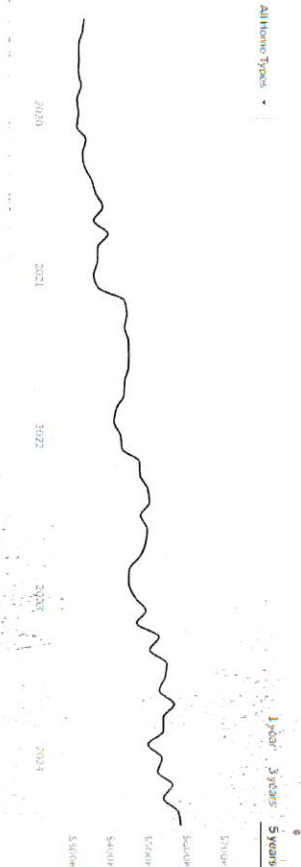
In June 2024, Cumberland County home prices were up 6.4% compared to last year, selling for a median price of \$585K. On average, homes in Cumberland County sell after 15 days on the market compared to 8 days last year. There were 399 homes sold in June this year, up from 377 last year.

Median Sale Price
\$585,000
+6.4% year over year

of Homes Sold
399
+7.8% year over year

Median Days on Market
15
+7.7% year over year

All Home Types



Mortgage Calculator

Use Zillow's home loan calculator to quickly estimate your total mortgage payment including principal and interest, plus estimates for PMI, property taxes, home insurance and HOA fees. Enter the price of a home and down payment amount to calculate your estimated mortgage payment with an itemized breakdown and schedule. Adjust the loan details to fit your scenario more accurately.

Home price *
\$ 585,000

Down payment *
\$ 29,250 5 %

Loan program
30 year fixed ^

Interest rate * ^
6.625 %

See current rates

Advanced ^

Calculator disclaimer

Breakdown Schedule

Full report Share ^

PMI
\$352

Insurance
\$105

Taxes
\$1,019

Your payment
\$5,034

P&I
\$3,559

Potential Mortgage 5% Down Payment

- \$29,250 down payment (5%)
- 6.625% interest rate
- \$5,034/month mortgage
- \$2,459.52/avg. monthly net
- \$2,759.04/avg. monthly net



Childcare Costs in Maine

- Cumberland County – Maine Department of Health and Human Services Child Care Market Rates July 6, 2024
 - Infants \$330.00/week (\$1,320/m; \$15,840/y)
 - Toddlers \$320/week (\$1,280/m; \$15,360/y)
 - Preschool \$300/week (\$1,200/m; \$14,400/y)
 - School Age \$214/week (\$856/m; \$10,272/y)
- “The average annual cost of child care for an infant is \$9,224 in a child care center and \$8,045 in a family care home.” – Child Care in State Economies Fact Sheet 2019
- “From the past year through this February, 24,000 Mainers cited a lack of available child care as the primary reason they weren’t in the labor force.” – MECCEP analysis of US Census Bureau’s Household Pulse Survey 2023

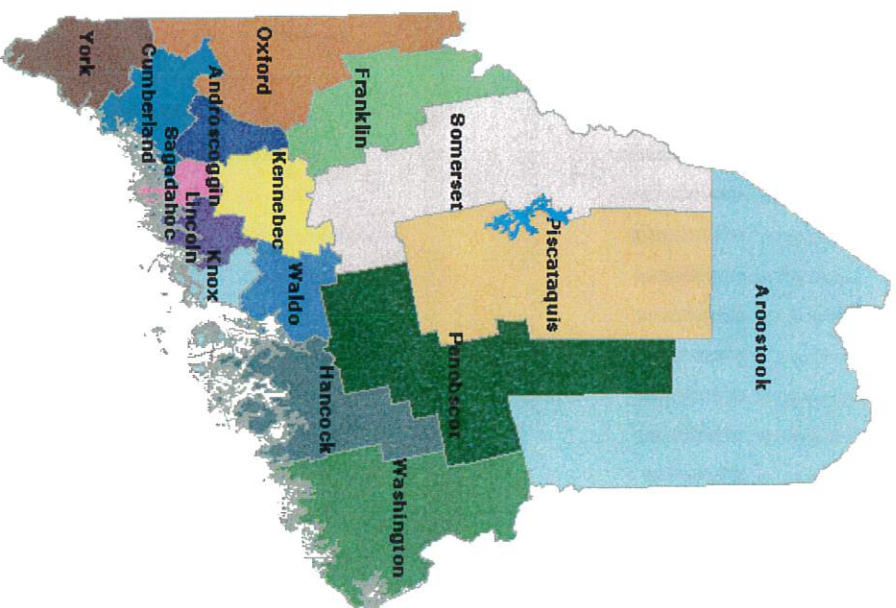


Statewide Wage Comparison

Cumberland County Department of Corrections - Min: \$25.62; Max: \$28.74

- Waldo County Department of Corrections - \$21.91 minimum *Currently in negotiations; expected to rise.
- Knox County Department of Corrections - \$26.52 minimum
- Two Bridges Department of Corrections - \$26.52 minimum
- Androscoggin County Department of Corrections - \$21.42 minimum
- Franklin County Department of Corrections - \$21.89 minimum
- Somerset County Department of Corrections - \$21.23 minimum
- Oxford County Department of Corrections - \$21.50 minimum
- Kennebec County Department of Corrections - \$18.99 minimum
- York County Department of Corrections - \$22.42 minimum
- Hancock County Department of Corrections - \$21.71 minimum
- Penobscot County Department of Corrections - \$21.69 minimum
- Piscataquis County Department of Corrections - \$16.94 minimum
- Washington County Department of Corrections - \$19.61 minimum
- Aroostook County Department of Corrections - \$21.04 minimum

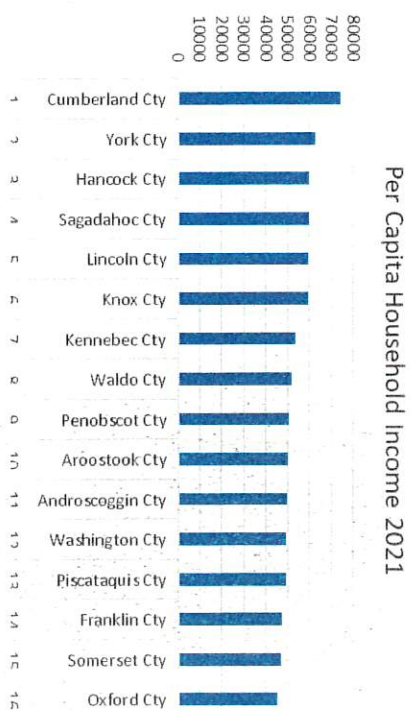
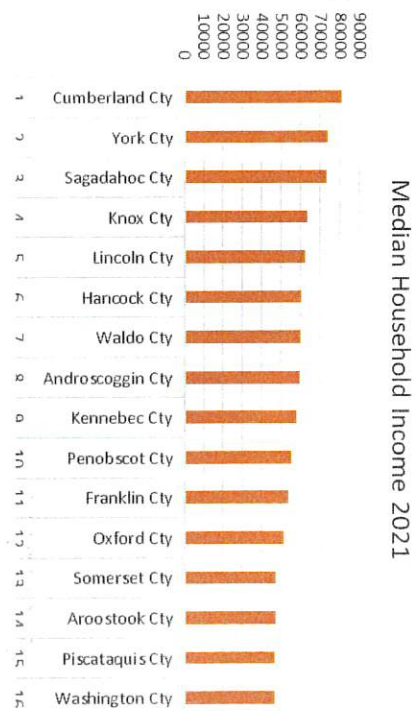
Cumberland County/NCEU Local 110 Negotiation 2024 – National Correctional Employees Union



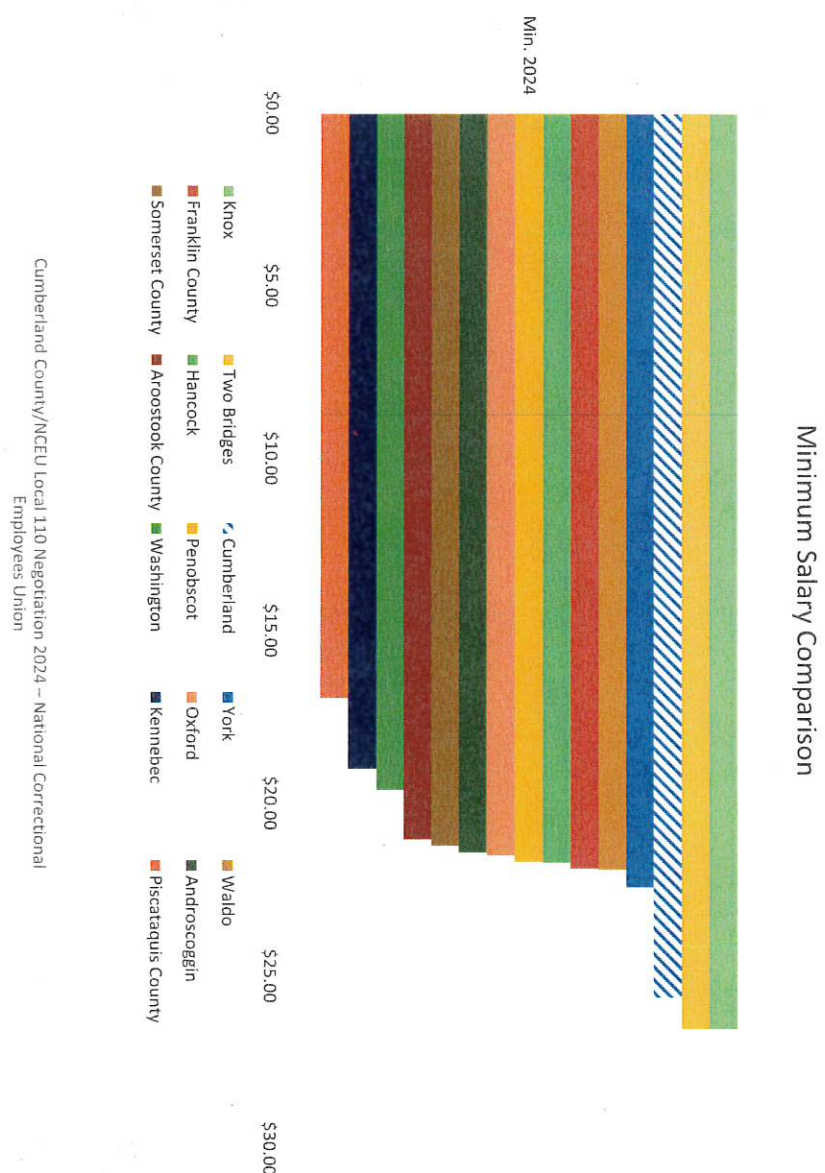


County Breakdown

- Based on 2021 Census Data available on Maine.gov, Cumberland County ranks as the wealthiest county in the state based on both median household income and per capita household income.



Statewide Wage Comparison





Cumberland County

Commissioner Workshop

Meeting Minutes - Draft

142 Federal St
Portland, Maine

Meeting Location: Feeney Conference Room

Monday, March 31, 2025

5:30 PM

County Courthouse
205 Newbury St
Portland, ME 04101

CALL TO ORDER

ROLL CALL

Present: 5 - Chair Stephen Gorden, Vice Chair Patricia Smith, Commissioner James Cloutier, Commissioner Jean-Marie Caterina and Commissioner Tom Tyler

NEW BUSINESS

[REV 25-08](#) Authorization to Enter into Executive Session Title 1 M.R.S.A. §405(6)(E) for the consultation with the corporation counsel concerning legal rights and duties.

[REV 25-07](#) Authorization to Enter into Executive Session in accordance with 1 M.R.S.A. §405(6)(D) for the opportunity to discuss contract negotiations for the Cumberland County Communications Association, and the Teamster Law Enforcement Union.

Time Into Executive Session: 5:31 pm

A motion was made by Vice Chair Smith, seconded by Commissioner Caterina, that the Workshop Document be DISCUSSED. The motion carried by the following vote:

Yes: 5 - Chair Gorden, Vice Chair Smith, Commissioner Cloutier, Commissioner Caterina and Commissioner Tyler

No: 0

Time Out of Executive Session: 6:50 pm

A motion was made by Vice Chair Smith, seconded by Commissioner Caterina, that the Workshop Document be DISCUSSED. The motion carried by the following vote:

Yes: 5 - Chair Gorden, Vice Chair Smith, Commissioner Cloutier, Commissioner Caterina and Commissioner Tyler

No: 0

ADJOURNMENT



Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: CD 25-012

Agenda Date: 4/22/2025

Agenda Item Request:

Regional Communications 2025 1st Quarter Report

Background and Purpose of Request:

Informational only, CCRCC Quarterly Newsletter for 2025 Quarter 1.

Staff Contact: Melinda Fairbrother-Dyer, Director of Regional Communications

CUMBERLAND
COUNTY RCC

Quarterly Newsletter

1st Quarter - 2025
January, February, March 2025

Confidential

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Readers,

It is our pleasure as the Director and Deputy Director of Communications, to present to you a glimpse at what is going on at the Cumberland County Regional Communications Center in our quarterly newsletter. The content of this newsletter is very much a group effort from the team here at the CCRCC.

The team at the Regional Communications Center are Cumberland County's FIRST, first responders. This newsletter is intended to provide our partnering agencies with some important quarterly statistics but also to help better involve our very own partners in the community a bit on who we are, what we stand for, and what roles we play in the public safety world.

If you have thoughts or suggestions for the next edition of our quarterly newsletter, please send them to:

Melinda at mjdye@cumberlandcounty.org or Erin at epelletier@cumberlandcounty.org.

Thank you for taking the time to review some of the important work this team of silent heroes does on the daily.

Respectfully,

Melinda & Erin

COMMUNICATIONS

3

DEPARTMENT EMPLOYEE OF THE 1st QUARTER 2025



Dan was nominated by his peers as well as the Supervisory staff based on eagerness to grow and his goals to help those around him.

Dan has worked very hard to shape and improve his skills here over the last year. It does not go unnoticed that, not only has he become a strong dispatcher, but over the last couple months he has also transformed into a dependable and supportive teammate. He is always assisting his peers in any way he can whether it's answering a radio for a peer who is on an emergency call or providing guidance when a resource can't be found. Dan is known to help dig up past history or officer safety information while a Dispatcher is getting initial information out to responders. He has also been there to help teach and guide newer staff members both during or freshly out of training. Dan helps relate to any struggles they face as they adjust to each step of gaining their own knowledge and independence.

Dan is always taking additional hours to prevent forces and to ensure his co-workers get time off when they need it. He has also recently started taking on trusted tasks assigned by Supervisors and is about to start his journey into becoming a training officer by taking the CTO course. Dan has also recently completed the APCO “Fundamentals of Tactical Dispatch” Course in order to take the next step towards his goal in becoming one of the CCRCC’s ESU Dispatchers.

He has taken and continues to take every opportunity he can to learn from his peers to continue his growth as a dispatcher. It is his dedication to the field of public safety and his demonstration and willingness to help others that Dan has been chosen as our **32** Employee of the Quarter.

Total Calls ALL Towns	January	February	March
Law Cases	6,307	5,716	6,879
Fire / EMS	1,553	1,466	1,479
Animal Cases	193	144	220
Total Calls	8,053	7,326	8,578
9-1-1 Call Volume	2669	2360	2598

Total Law Incidents by Town	January	February	March
Baldwin	73	72	77
Bridgton	583	620	598
Casco	208	171	348
Chebeague Island	5	7	5
Cumberland	568	486	491
Frye Island	0	0	0
Gorham	916	938	1,263
Gray	443	433	509
Harpswell	451	317	440
Harrison	149	171	204
Long Island	1	1	4
Naples	402	322	364
New Gloucester	228	167	240
North Yarmouth	88	104	79
Pownal	31	49	44
Raymond	268	208	299
Sebago	61	55	69
Standish	649	579	586
Windham	1,183	1,016	1,259
Total	6,307	5,716	6,879

Total Fire Incidents by Town	January	February	March
Baldwin	7	8	12
Bridgton	43	35	33
Casco	80	61	52
Chebeague Island	7	9	5
Cumberland	89	78	107
Frye Island	0	0	0
Gorham	296	245	276
Gray	130	151	123
Harpswell	61	64	78
Harrison	27	29	29
Long Island	4	3	0
Naples	68	53	58
New Gloucester	68	72	56
North Yarmouth	38	44	49
Pownal	15	17	15
Raymond	80	84	86
Sebago	29	18	21
Standish	178	173	177
Windham	333	322	302
Total	1,553	1,466	1,479

Total Animal Complaints by Town	January	February	March
Baldwin	11	6	4
Bridgton	15	16	16
Casco	19	14	21
Chebeague Island	0	0	0
Cumberland	16	5	14
Frye Island	0	0	0
Gorham	21	17	18
Gray	9	7	22
Harpswell	6	6	20
Harrison	5	3	2
Long Island	0	0	0
Naples	10	7	16
New Gloucester	12	7	15
North Yarmouth	9	1	8
Pownal	1	1	0
Raymond	11	5	9
Sebago	3	6	4
Standish	17	19	16
Windham	28	24	35
Total	193	144	220

Quality Assurance

The CCRCC works very hard to maintain a high level of quality in the work that is done by the members of the organization. The CCRCC has developed a program to measure this Quality throughout the agency on a daily, monthly, yearly basis.

Case Reviews	January	February	March
Law Case Reviews	59	59	74
Self QA	36	38	47
EFD Case Reviews	60	61	61
EMD Case Reviews	100	106	107
Monthly NCIC Property Validations	46	37	35
Monthly NCIC Warrant Validations	29	31	20
Missing Person Reviews	17	13	13
9-1-1 Average Ring Time	7	6	6

Kayden attended a training in Standish on lessons learned from the tragic events, now known as the "Charleston 9."

Dispatch takeaways: the importance behind a direct and competent response to maydays without hesitation.

On June 18, 2007, nine firefighters perished in a warehouse fire in Charleston, SC. What was initially dispatched as a trash fire escalated into one of the most scrutinized events in national fire service history. David had the unfortunate experience of being the engineer on the first due engine that day. As he operated on the fireground, he witnessed things that he will never forget.

In Honor of The Charleston 9: A Study of Change Following a Tragedy. By: Dr. David Griffin





Leaders in Public Safety Communications®

APCO Fire
APCO Law
APCO Instructor
APCO Raising the Bar Increasing ECC Call Handling
APCO Tactical Dispatch Certification
APCO Crisis Negotiator

**Several staff
members have
committed to
APCO's online
trainings and
have received
these
certifications for
their efforts.**

Trainings other staff members have completed this quarter.

ICS - 400 Advanced ICS for Command and General Staff

GRIN - Individual & Group Crisis Intervention

Power of Peer Support

Opioid Response

Improving Objective Documentation



Myrtle Beach Convention Center
February 9, 2025 – February 12, 2025



"Changing the World: A Unified Response to Domestic Violence"

B-A-L-A-N-C-E: The ONE THING That Makes a Leader Worth Following

Trauma to Triumph: Building Your Ship Before the Storm

Losing Yourself Isn't Part of the Job Description

Leaving the Nest: A CTO's Journey of Letting a Trainee Be On Their Own

Say This, Not That: How to Communicate With Purpose

Unlocking the Power of Culture:

Why the Soft Stuff Matters in 9-1-1

Beat 9-1-1 Burnout: Overcoming Compassion Fatigue & Vicarious Trauma

New Team Members Are Friends Not Food

Leading with Grit and Tenacity: Building a Resilient 9-1-1 Center
Effective Strategies for Dealing with Workplace Conflict

IGNITE: Reigniting the 9-1-1 Professional Fire

You got me, Who's got you? A QA Approach for Maintaining CTO Excellence

Active Assailant: Preparing an Effective Response Plan

The First Line of Leadership: How CTOs Set the Tone and Establish Organizational Expectations

NextGen Leadership

"The Ripple Effect: How Caring and Attitude Transform the Comm Center"

Why They Stay: Attending to Domestic Violence Incidents with Empathy and Compassion

What did our staff have to say about the conference?

"I have attended many many conferences, training, and classes. Nothing compares to the Be the Difference conference. It was nothing short of amazing.

"These types of things truly fill my bucket. I come back full of energy, feeling refreshed and excited about this amazing career."

Thank you for this amazing opportunity. As long as I am a dispatcher, I will beg, borrow and steal in attempts to get to attend this conference again. "

- Maria 12 Yr Veteran

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The cost of retention, or is it....

Example # 1

Sending a valued employee with 12 years experience to a conference or a career changing training opportunity that will refuel their WHY, their competency, and offer them a platform to further leverage their potential.

Priceless

**** but for the numbers people ****

Be the difference for 1 tenured employee:

Conference Registration: \$499

Backfilling of shifts or OT to other employee: \$ \$700

Airfare: \$ 367

Lodging: \$ 194

Food: \$ 260

Total: \$ 2,020.00

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**What if we train
our people and
they leave?**

**What if we don't
and they stay?**



Example # 2

Just to cover the salary of a new hire for the first 20 weeks of training.

(This doesn't cover mileage to trainings, money the state invests, food, extra pay to the trainer, or the time it takes for ALL county Depts to onboard a new hire)

Not to mention you can't replace the knowledge of a solid 12 yr tenured employee who is a trainer in a short 20 weeks.

But for numbers sake we can try

Total: \$ 19,200.00

"Building Trust, Credibility & Respect: Leading Strong Teams for Success."



Rob with Dale Carnegie guided our Leadership Team through another inspiring team building / training session.

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"A relationship grounded in trust spawns credibility and respect, which shores a culture that works harder together. Inclusive leadership drives employee engagement, productivity and a strong team." author unk

Objectives

Discern the differences between trust, credibility and respect and how they interconnect.

Cultivate a trust-based work environment using proven principles.

Restore broken trust and maintain trusting relationships moving forward.

Appreciate how trust is cornerstone to employee engagement and retention.



LEADERSHIP

Inclusive Leadership: Building Trust, Credibility & Respect

The leader's responsibility is to foster a culture of trust, and that starts with building trust between yourself and each team member.

Meet a few of our newest staff

Emma

CCRCC Since September 2024



I'm super glad, and lucky to have had the opportunity to re-join such an amazing team of people and be apart of such an important job. Everyday is different, but regardless always rewarding.

**I couldn't imagine doing anything else, and truly love what we do here.
I'm incredibly thankful to all of the people who have helped me get where I am today, and I'm excited to see what the future holds!**

Kelly

CCRCC Since
January 2025



Hi, my name is Kelly. I just started my journey with CCRCC in mid January so I'm still in training and although this is by far the most challenging job I've had, it's also the most supportive! I have four amazing sons (3 biological & 1 bonus) all who I already had when I met my very patient husband who became a part of our beautiful chaos and we've been married for 10 years now! We have two very large Pitbull /Doberman dogs, one male, one female and one tiny Cockalier dog who rules over all of them now.. all tilbs of her!! I have a very large extended family and feel extremely lucky for the love and support we all have for one another. I love to go camping and have a weird obsession for stationary items, I have more pens, sticky notes and notebooks then I'll ever truly need.. I've worked in the medical field for

1/2

over 15 years and was also a mail carrier for a bit. I love working in customer service and think I've found what I should have been doing all along here at CCRCC. I look forward to continuing to learn from so many wonderful people here who are always ready to help, teach and encourage me along the way!! Very happy to be here with this amazing group who might just be real actual superheroes... Truly a work family!!

Amanda

CCRCC Since January 2025



Hello, my name is Amanda! I recently moved back to Maine after spending the last 2.5 years in Tennessee. I grew up and graduated High School in Westbrook, but have lived most of my adult life in Windham. When I am not working you are likely to find me snuggling with my two cats, Rory and Theo. I also enjoy being on a beach sitting by the water and finding adventures with my friends, though I tend to hibernate indoors w. A lot of movie nights in the winter.

I have tried my hand at a number of professions; Working with adults with disabilities, Corrections/Armed Security in Nashville, and DPW. Though I gained many useful skills and discovered that I liked helping people, none of these jobs were fulfilling in the way I was looking for. When I moved back from Tennessee, I spent months looking for a job that was the right fit for me. I happened across the posting for a Dispatcher and knew that was what I had been looking for. I had applied for other dispatcher positions in the past but had never found myself able to complete the step into the unknown. I just knew I had to follow through this time and man, am I glad I did! I have learned so much in the last 3 months that I have been here and am grateful for the opportunity to help our community. I look forward to discovering what the future brings here at the CCRCC.

Jake

Hello, my name is Jake. I first started with Cumberland County at the end of 2017 as a Corrections Officer. My time in Corrections would take me all the way to the Montana State Prison. I have an associate's degree in Criminal Justice and I'm a licensed EMT. While Montana is beautiful, Maine is home. When I'm not at work I enjoy hiking, traveling, and most importantly spending time with my dog. I'm excited to continue serving the citizens of Cumberland County.

CCRCC Since March 2025



Marisa

Hi my name is Marisa! I have spent most of my career committed to being a federal employee for 7 years. As time went on I knew that's not what I wanted to keep doing. I found myself applying for this job to help people and to start a new career path! I enjoy anything nature related, hiking, fishing, all the Maine things and mostly spending time with my dogs! I'm so excited to be a part of this new adventure.

CCRCC Since March 2025



Jordyn

Hi! My name is Jordyn, I graduated Lewiston Adult Education in 2024. I studied emergency services and pharmacology. I have a passion for helping people and all other living things. As I dive into the other end of emergency services, I am finding more reasons about why I belong here. I am excited for the new opportunities with this new career. I have a very calm and positive personality, I am always looking at the good in things. My hobbies include studying horticulture, growing and propagating plants, animal rescue, arts, music, reading, and sharing culture, which helped me find a desire to learn a new language. A couple of my favorite things to make are chimichurri and soups with herbs from my garden.

CCRCC Since March 2025



I was able to book my trip to Florida last October in April without any worries about coverage or callouts. We got to enjoy our Airbnb and just relax by the pool all day without a care in the world.

I'm using guaranteed vacation again this year in August to go to the Dominican Republic and I'm so thankful that I don't have to stress about my time off being approved after booking it!

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The CCRCC Implemented Guaranteed Vacations in 2023

How do our staff feel about
GUARANTEED VACATION time ?

(with a strict criteria for when and how to request)



We are loving our vacations!

We are traveling New England attending
bluegrass festivals !

I haven't had a chance to use it yet.....but I would love to contribute that I cannot WAIT to bank up enough to take a guaranteed vacation probably next year?! I appreciate that benefit SO much to be able to have security with booking a trip in advance and know your stuff is covered. I definitely plan to travel abroad with my guaranteed vacation and see some countries I have yet to experience. This benefit is such a positive thing. I find it so hopeful and encouraging as it promotes people saving up their vacation time and have something they can count on and really look forward to using without having to worry.

WHAT IS PROTOCOL 41: CALLER IN CRISIS (1ST PARTY ONLY), AND HOW DOES IT WORK?

Protocol 41: Caller in Crisis (1st Party Only) is the industry's only targeted emergency dispatch protocol for first-party callers experiencing suicide ideation and risk. It equips Emergency Dispatchers with the necessary tools and training to ensure the best possible outcome for the caller.

"This is one of the best Mental Health classes that I've ever taken and I have taken many over the years. It is great to have a class in Mental Health that is thorough and created specifically for dispatchers."

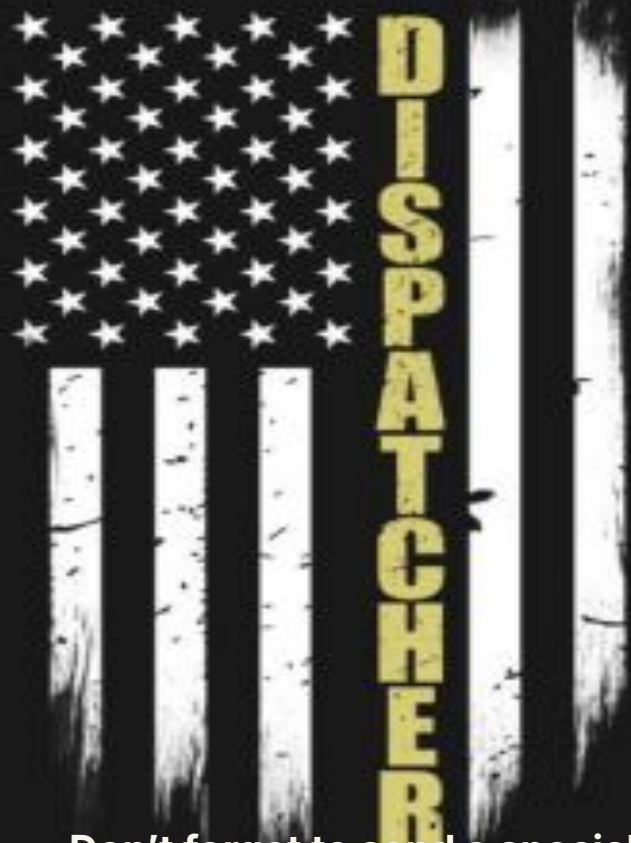
-Training Participant
February 2023, United States

An Answer for First-Party Callers Experiencing Mental Health Crises

Protocol 41: Caller in Crisis (1st Party Only) is what your Emergency Dispatchers need to serve the members of your community who are at risk of suicide or other severe mental health outcomes.

The CCRCC staff completed this training that was paid for by the state.

National Public Safety Telecommunicators Week is April 14th - 20th 2025

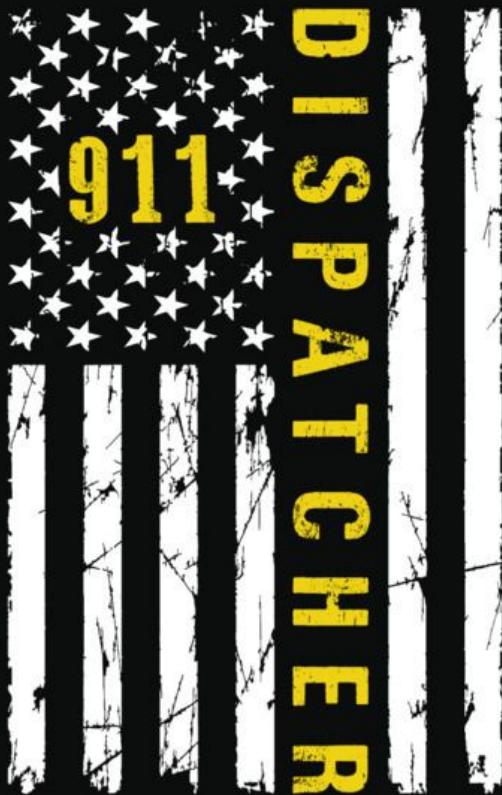


**THANK YOU,
DISPATCHERS!**

**THE UNSEEN HEROES OF
PUBLIC SAFETY**

**THE GOLD LINE BETWEEN
THE BLUE AND RED**

**Don't forget to send a special thank you to your favorite Dispatcher during the week.
To send a message that the entire staff at the CCRCC will see please send to:
announcements@cumberlandcounty.org**



**The Cumberland County
Regional Communications
Center wouldn't be what it is
without our committed staff
who show up 24/7 for our
responders and citizens.**

**Melinda - 2006 ++
Erin - 2012**

**Scottie - 2004
Rachel - 2010
Ryelle - 2010
Stephanie - 2014
Nicole - 2014
Brynn - 2015
Holly - 2023 ++**

**+++ prior experience with Public
Safety Dispatching ++**

**Kim - 2005 ++
Christine - 2005 ++
Michael - 2005
Maria - 2013
Ben - 2014
Jaycee - 2018
Savanna - 2019
Faith - 2021
Cody - 2021
Bailey - 2021
Melissa - 2022
Ember - 2022
Pamela - 2022 ++
Kayden - 2023
Sullivan - 2023
Gabrielle - 2024 ++
Dan - 2024
Kaleigh - 2024
Jaimee - 2024
Kendra - 2024
Emma - 2024
Kelly - 2025
Amanda - 2025
Jake - 2025
Marisa - 2025
Jordyn - 2025**

Join us for our 3rd Annual Touch a Truck

April 19th 2025

10:00 AM - 2:00 PM

ALL ARE WELCOME!
APRIL 19, 2025
10:00 – 2:00
RAIN OR SHINE!

**CCRCC'S
ANNUAL
TOUCH A TRUCK!**

**22 HIGH STREET,
WINDHAM**



**BOUNCE HOUSE
3 FOOD TRUCKS
MRAP, ESU, K9, DRONES,
PUBLIC WORKS TRUCKS,
ANIMAL CONTROL
FIRE APPARATUS & RESPONDERS,
SPARKY THE DOG**



2025 Maine NENA Conference

Portland May 5th - 8th

There is a GREAT Lineup for training
(see the next few slides)

Search **Maine NENA 2025** to register

**ALL Dispatch, Police, Fire, EMS are
welcome.**



Tragedy at Sandy Hook, Perspectives and Lessons Learned

Monday May 5th 1300-1700 hrs

Instructor: Daniel Jewiss

On December 14th, 2012, twenty 1st graders and six staff members at the Sandy Hook Elementary School in Newtown, CT were tragically killed during an Active Shooter (now commonly referred to as an “Active Killer” event since weapons other than firearms are being used). Since then, the number of Active Killer events continue to rise and the number of victims also get higher and higher, as the Killers learn from each event. Although tactical training for 1st Responders has also increased and numerous states now require annual practice of school emergency response plans, there often remains a significant gap of time before law enforcement arrives and the threat is located and stopped. It is critical that these valuable seconds be minimized, so therefore we must figure out how to Shave Seconds to Save Lives!

Presentation Discussion Points Include:

- What actually happened at Sandy Hook?
- Critical Lessons Learned from recent Active Killer events, including the 2012 Sandy Hook School Shooting, and the critical roles Dispatch played in each of them.
- How to Shave Seconds to Save Lives!
- Scriptwriting: Active Killer Dispatch – Initial Scripts.
- First Priorities for 1st Responders, so Dispatch can properly support them.
- School Emergency Response Planning.
- How to identify Fake Active Killer calls and limit the harm potentially caused by them.
- Discuss individual, post-traumatic stress concerns in the wake of an Active Killer event.



Several Breakout sessions

Tuesday May 6th

0800-1600 hrs

- Lewiston Mass Shooting Incident Overview
- Critical Incident Stress Management
- Emergency Management: Major Storm Incidents
- Access Integrity Unit Class
- Dialing Up Resilience
- Sleep for shift workers
- LifeFlight of Maine
- QA for the non-Q



Optimal Performance Workshop Session

**Wednesday May 7th
0800 - 1600 hrs**

Instructor: Dr. Eric Murray

The focus of this workshop is to provide participants an immersive learning experience covering topics to include:

- Building a culture of trust
- Focusing on Organizational Spirit
- The Power of a Belief System- Beliefs Drive Performance (Leadership Case Study)
- Transformational Leadership- Leading Organizational Change
- Psychological Capital: Developing the HERO Within (Hope-Efficacy-Resiliency-Optimism)
- Workforce Engagement Strategies- Gallup Q12
- Critical Thinking, Trust, Effective Communication
- Leadership and Human Performance Analytics



Thursday May 8th 0730 - 1200 hrs

Instructor: Dr. Julie Rumrill

Public safety professionals experience the effects of acute and/or chronic stress as a routine part of their job. This stress is often undiagnosed and mismanaged, which can lead to physical health issues, relationship problems, drug/alcohol abuse, lost time at work, and a general decline in the quality of life. The TUF Mind (Thinking Under Fire) wellness and resilience training helps public safety professionals recognize the numerous impacts of stress and teaches skills they can use on the job and at home to improve and protect their mental health.

The TUF mind program is a mind-body medicine program developed to counteract the mental, emotional, cognitive, and physical impacts of chronic stress. The same practices incorporated into the TUF mind program are also found in mental health training for the US military pre-deployment and special operations teams, the VA, numerous public safety agencies (nationwide), healthcare professionals, and high-level athletes. This program provides participants with self-care tools to pro-actively manage daily stressors and address the accumulated impacts of chronic stress on their personal and professional lives.

Learning Objectives

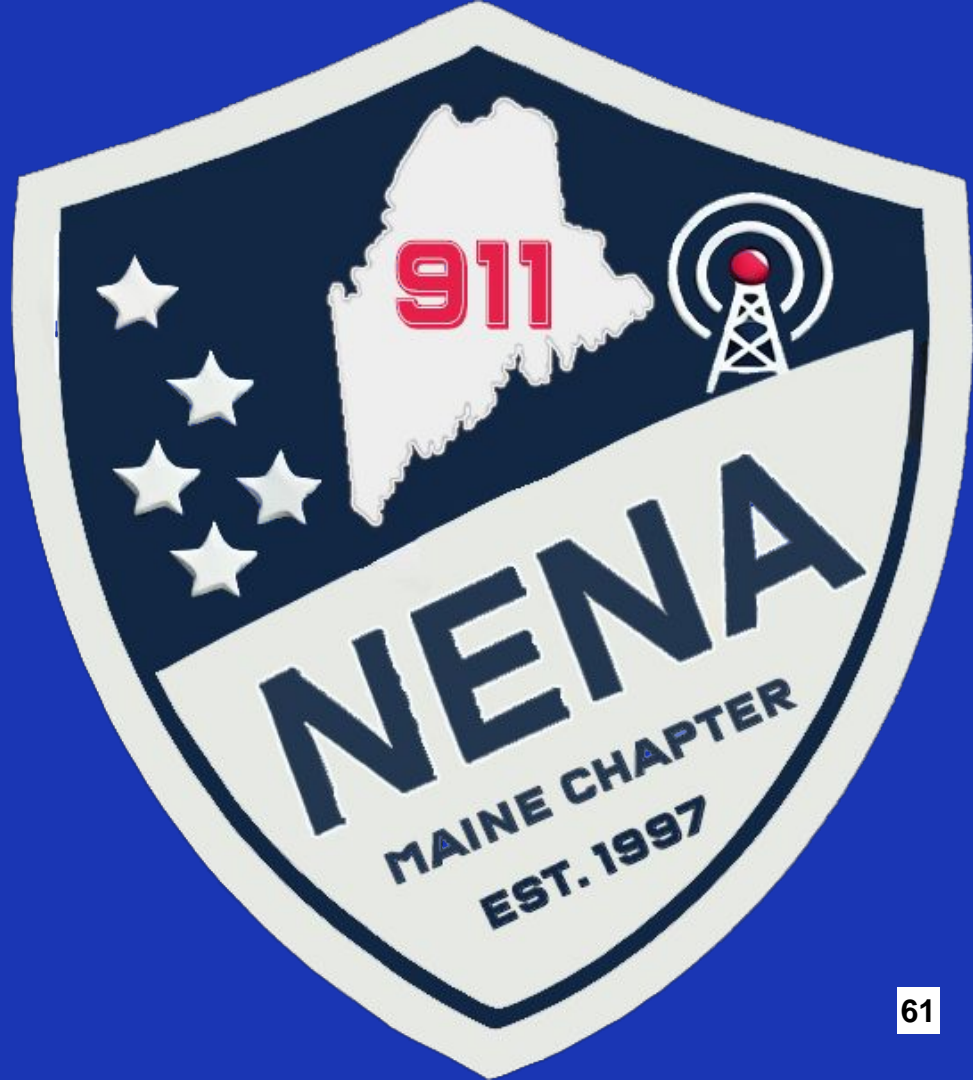
The workshop is designed to increase participants' knowledge and understanding of:

- Holistic wellness as it pertains to public safety professions.
- The physiology of stress and impacts on health.
- Strategies and practices to build attention, awareness, resilience and self-regulation.



Search **Maine NENA**
2025 to register

**ALL Dispatch, Police,
Fire, EMS are
welcome.**





Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 25-031

Agenda Date: 4/22/2025

Agenda Item Request:

Approval of the Sheriff's Office Commissions March 2025

Background and Purpose of Request:

Requestor: Sheriff Joyce, Sheriff's Office

Please see the attached memo of all the Sheriff's Office commissions performed in March 2025 to be approved and signed by the commissioners.



CUMBERLAND COUNTY SHERIFF'S OFFICE

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

36 County Way, Portland, Maine 04102

phone (207)774-1444 – fax (207)828-2373

To: Cumberland County Commissioners
From: Sheriff Kevin Joyce *KJS*
Date: April 4, 2025
Subject: Sheriff's Office Commissions March 2025

Agency

Cape Elizabeth

CCSO

Falmouth

Gorham

Portland

Scarborough

Officer

Rory Benjamin

Amber Damon
Joseph Dyar
John Fournier
Dean Fredericks
McKenzie Lee
Eric Sanborn
Vinal Thompson

Alexander Beaton
Kevin Conger
Kristopher Kauffman
Christopher St. Pierre

David Bruni
Daniel Young

Erin Curry

Melissa DiClemente
Eric Greenleaf



South Portland

**Philip Longanecker
David Stailing**

University of Southern Maine

Benjamin Moreland

Westbrook

**Marcus Doucette
Jacob Garza
Philip Robinson
Zipporah Velasco**

Windham

**Patricia Buck
Mackenzie Conti
Brandon Ladd
Benjamin Sawyer**

Yarmouth

Joshua Robinson





Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 25-032

Agenda Date: 4/22/2025

Agenda Item Request:

Authorization of the Law Enforcement Services Contract between Cumberland County Sheriff's Office, Board of County Commissioners and the Town of Harpswell from April 1, 2025 to March 31, 2026.

Background and Purpose of Request:

Requestor: Captain Joyce, County Sheriff's Office

The town of Harpswell would receive law enforcement services from the Sheriff's Office starting April 1, 2025 and ending on March 31, 2026. See attachment for the contract.

Funding Amount and Source:

\$483,637.39 to be received from the town of Harpswell.

Effective Date if Applicable:

April 1, 2025


Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	4/01/2025
SUBJECT:	Sheriff Law Enforcement Harpswell Contract

Requested Action:

Approve the \$483,637.39 Police Service contract with the town of HARPSWELL.

Background & Purpose of Request:

The town of Harpswell would receive Law Enforcement service from the Sheriff's Office starting April 1, 2025 and ending on March 31, 2026.

Funding Amount and Source:

Credit received.

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

- Harpswell 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**

HARPSWELL – PATROL

04/01/2025 to 03/31/2026

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

This Contract, effective the first day of April 2025, is made by and between the Inhabitants of the Town of Harpswell, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), the County of Cumberland, Maine (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a County Officer elected per the Constitution of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the town limits of Harpswell, Cumberland County, Maine.

W I T N E S S E T H:

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

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

WHEREAS, the Cumberland County Sheriff serves as the chief law enforcement officer of the County pursuant to Maine law, responsible for the appointment of deputies and directing the sheriff's department; and

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

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

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

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

ARTICLE 1 – DEFINITIONS

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

- A. Deputy Sheriff shall mean an individual who is appointed by the SHERIFF in accordance with 30-A M.R.S.A §381, and who has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and who shall perform the duties and responsibilities as set forth in Article 2 of this Contract.
- B. Law Enforcement Patrol Services or Services as referred to in this Contract shall include all those duties and functions of the type coming within the jurisdiction of, and customarily provided by, municipal police departments within the state of Maine.
- C. Patrol Unit shall mean one staffed, marked patrol car and all standard equipment as defined by the Cumberland County Sheriff's Office General Orders.
- D. Substation shall mean a subsidiary or branch station of the Cumberland County Sheriff's Office.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services.

- A. The COUNTY, through the SHERIFF, shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional law enforcement services within and throughout the TOWN to the extent and in the manner herein described.
- B. The SHERIFF, or his designee, shall assign deputy sheriffs and other personnel necessary to provide the level of professional law enforcement services consistent with this Contract as set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto.

1. The SHERIFF shall at all times provide to the Town the equivalent of three (3) full time deputy sheriffs all of whom are certified law enforcement officers by the Maine Criminal Justice Academy.
 2. All vacant shifts will be filled by the SHERIFF or his designee.
- C. While contracted to provide law enforcement services, deputy sheriffs will enforce TOWN ordinances and State statutes. Performance of all duties of deputy sheriffs shall be in accordance with Cumberland County Sheriff's Office General Orders.
- D. When necessary, the COUNTY, through the SHERIFF, shall additionally provide to the TOWN, at no additional cost, the following expertise and services:
- a. Traffic Crash Investigations/Reconstruction;
 - b. Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations, and Collection of Evidence);
 - c. Prisoner and Jail Services;
 - d. Records Retention;
 - e. Civil Service Officers;
 - f. Patrol and Detection Canine Support;
 - g. Emergency Services Unit (ESU);
 - h. Law Enforcement Training Section;
 - i. Task Force Personnel;
 - j. Crime Prevention;
 - k. Police Service Activities and Volunteers;
 - l. Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victims);
 - m. Dive Team;
 - n. Administrative Investigations (Internal Affairs) for the Cumberland County Sheriff's Office;
 - o. Any other such units or services as the Cumberland County Sheriff's Office may provide normally.
- E. All deputies assigned to the TOWN shall remain within the municipal boundaries during the regularly assigned patrol shift, unless otherwise necessary to perform their official duties.

F. In the event of an emergency response call and/or an exigent circumstance arises, deputies assigned to the TOWN will perform services in a similar way to that of a police department assisting under a mutual aid agreement.

G. Vehicles, Supplies, Equipment and Office Furniture:

1. The TOWN shall provide marked patrol units for performance of the services under this Contract. Each marked patrol unit shall prominently display on the exterior the indicia of both the Cumberland County Sheriff's Office and the Town of Harpswell. All other vehicular markings, decals, bumper stickers, slogans, etc. are expressly prohibited without approval from the TOWN. The TOWN agrees that all equipment used by the deputies will be issued through the SHERIFF's office for assignment. The TOWN agrees that all requests made by the deputies to the TOWN pertaining to equipment, schooling, work schedule, etc. will be referred to the administrators of the SHERIFF's Office for approval.

2. The COUNTY agrees to maintain vehicles assigned to the TOWN under this Contract consistent with the manufacturer's recommended maintenance schedule. The COUNTY shall utilize any list maintained by the TOWN for requisition of all wrecker services.

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

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

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

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

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

2.2 Administrative Responsibilities.

A. The deputy sheriffs assigned per this Contract will perform all duties and responsibilities consistent with the Cumberland County Sheriff's Office General Orders and this Contract, under the direction of the SHERIFF.

B. The SHERIFF or his designee shall notify the Town Administrator in a timely manner of any major/significant crimes or incidents, unusual occurrences, or emergencies that occur within the TOWN.

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

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

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

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

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

G. The SHERIFF shall make all decisions regarding hiring and firing of the deputies, provided that the SHERIFF replace the deputy only with an individual meeting the qualifications specified in this Contract. Provided further, the SHERIFF shall not terminate the deputy's employment before making provision for replacement of the deputy.

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

2.3 Processing of Evidence.

A. Evidence collected during the performance of law enforcement activities shall be processed in accordance with Cumberland County Sheriff's Office General Orders.

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment: Right of Control.

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

3.2 Assignment of Law Enforcement.

A. The TOWN does hereby vest in each deputy sheriff, to the extent allowed by law, including but not limited to 30-A M.R.S. § 3009-A, as amended, enforcement powers of the TOWN which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff. Every sworn deputy of the COUNTY so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be a sworn officer of TOWN while performing such services, duties, and responsibilities which constitute municipal functions and are within the scope of this Contract. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.

3.3 Sheriff's General Orders.

A. The SHERIFF shall provide to the TOWN a copy of the Cumberland County Sheriff's Office General Orders, including any updates and amendments added after publication.

ARTICLE 4 – TOWN OF HARPSWELL RESPONSIBILITIES

4.1 Office Space.

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

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

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

4.2 Town's Ordinances.

A. The TOWN shall provide to the SHERIFF two (2) copies of all Town ordinances that the SHERIFF and its deputies are empowered to enforce under this Contract and pursuant to 30-A M.R.S. § 3009-A, as amended.

ARTICLE 5 – COSTS

5.1 The total amount due for all law enforcement services for subsequent years shall be based upon the proposal submitted by the Sheriff during the TOWN's budget process to be approved by the Town Selectmen. The total amount due for all services beginning **April 1, 2025**, through **March 31, 2026**, shall be

Four hundred eighty-three thousand, six hundred thirty-seven dollars and thirty-nine cents, (\$483,637.39) and spread over a 12-month period for costs incurred by the COUNTY as described in this Contract.

5.2 The TOWN shall make payment in twelve (12) equal monthly installments. The first installment shall be due **April 1, 2025**; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.

5.3 The SHERIFF agrees that the deputy or deputies providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment. Except with respect to the enforcement of municipal ordinances, as authorized under this Contract, deputy sheriffs shall not be authorized to act on behalf of, or otherwise bind, the TOWN.

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

ARTICLE 6 – ADDITIONAL PERSONNEL

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

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 8 – AUDIT OF RECORDS

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

ARTICLE 9 - STANDARD OF PERFORMANCE

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

ARTICLE 10 – ARBITRATION

10.1 In the event of a dispute between parties, either party may request arbitration to resolve such disputes and may refer the disputed matter to an arbitration panel. Such election for arbitration shall be conclusively evidenced by the filing of a written demand for the arbitration with the opposing party. This demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made when the institution of legal or equitable proceedings based on such claims, dispute, or other matter in question would be barred by the applicable statute of limitations. A written demand for arbitration shall also set forth the name of the complaining party's representative to the arbitration panel, as defined below.

10.2 The arbitration panel shall consist of the following members: a representative of the TOWN appointed by the Selectmen, a representative of the COUNTY appointed by the County Commissioners, and a third member to be selected by the two members previously mentioned. If the representatives of the parties cannot agree on a third member within ten (10) days of the appointment of the last of them, either one may request the American Arbitration Association to appoint said third member and the selection of the American Arbitration Association shall be binding on both parties.

10.3 Once the party has sent the other party a written demand for arbitration, the other party must appoint its representative within ten (10) days of receipt of said demand for arbitration and must give notice of its decision to the other party within same period of time.

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

10.5 The claim, dispute, or other matter shall be submitted to the full arbitration panel after appointment of the third member and the panel shall render its decision within thirty (30) days from the close of the hearing.

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

10.7 The decision of the arbitrators shall be final and conclusive between both parties.

ARTICLE 11 - INDEMNITY

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

11.2 The TOWN agrees to indemnify and hold harmless the COUNTY from any and all liability, loss, or damage that the COUNTY may suffer as a result of claims, demands, costs, or judgments against it arising out of the TOWN's performance or failure to perform any of the obligations set forth in this Contract. The TOWN further agrees to defend any

claims brought or actions filed against the COUNTY with respect to the TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

11.3 Neither the TOWN nor the COUNTY waive any defenses the parties may have under the Maine Tort Claims Act, 14 M.R.S. § 8101, et seq., as may be amended.

ARTICLE 12 – TERM

12.1 This Contract shall remain in full force and effect commencing **April 1, 2025, and ending March 31, 2026**, all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

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

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

ARTICLE 13 – TERMINATION

13.1 The TOWN or the COUNTY may terminate this Contract with or without cause upon written notice to the other party of this Contract; provided, however, that notice of such termination shall not be effective until after receipt of a ninety (90) day written notice, and the TOWN shall remain responsible for all monthly payments (as may be prorated as necessary) due and payable under Article 5 of this Contract up to the effective date of termination. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the Town Administrator. In the event, the Town's Select Board establishes a police department the COUNTY and the TOWN agree there will be no lapse in law enforcement services.

ARTICLE 14. - EXTENSION

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

ARTICLE 15 – TRANSITION

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

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

ARTICLE 16 – AUTHORITY TO EXECUTE AND ENFORCE

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

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

16.3 The Chair of the Harpswell Select Board, by his/her execution hereof, does represent to the COUNTY and SHERIFF that he/she has full power and authority to make and execute this Contract on behalf of the TOWN.

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

ARTICLE 17 – COMMUNICATIONS

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

ARTICLE 18 – ENTIRE AGREEMENT

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

ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

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

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

List of required equipment:

- All emergency lighting, siren and related equipment
- Interior protective cage/screens
- Laptop computer and stand
- Scanner
- Printer
- Emergency radios (Mobile and Portable)
- Push bumper/ guard
- Radar
- Ar-15 Rifle
- 12 gauge Shotgun

- Rifle and shotgun securing mounts
- First aid kit
- Dash camera (optional)
- Pursuit Spike Mat
- Self inflating life vest
- Body Worn Camera (BWC)

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

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY: _____

COUNTY MANAGER
JAMES H. GAILEY

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY: _____

SHERIFF
KEVIN J. JOYCE

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: INHABITANTS OF THE
TOWN OF HARPSWELL

BY:  _____
SELECT BOARD CHAIR
KEVIN E. JOHNSON

DATE: 3/31/25



Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 25-033

Agenda Date: 4/22/2025

Agenda Item Request:

Authorization of the Marine Patrol Law Enforcement Services Contract between Cumberland County Sheriff's Office, Board of County Commissioners and the Town of Harpswell from April 1, 2025 to March 31, 2026.

Background and Purpose of Request:

Requestor: Captain Joyce, Sheriff's Office

The town of Harpswell would receive marine patrol services from the Sheriff's Office starting April 1, 2025 and ending on March 31, 2026. See attachment for the contract.

Funding Amount and Source:

\$255,593.09 to be received from the town of Harpswell.

Effective Date if Applicable:

April 1, 2025


Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	4/01/2025
SUBJECT:	Sheriff Harpswell Marine Patrol Contract

Requested Action:

Approve the \$255,593.09 Marine Patrol Service contract with the town of HARPSWELL.

Background & Purpose of Request:

The town of Harpswell would receive Marine Patrol service from the Sheriff's Office starting April 1, 2025 and ending on March 31, 2026.

Funding Amount and Source:

Credit received.

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

- Harpswell Marine Patrol 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**

HARPSWELL- MARINE PATROL

04/01/2025 TO 03/31/2026

**AGREEMENT FOR SERVICES - MARINE PATROL & MARINE CONSERVATION BY AND BETWEEN
CUMBERLAND COUNTY, THE CUMBERLAND COUNTY SHERIFF, AND THE INHABITANTS OF THE
TOWN OF HARPSWELL.**

This Contract, effective the first day of **April 2025**, is made by and between the Inhabitants of the Town of Harpswell, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), the County of Cumberland, Maine (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a County Officer elected per the Constitution of the State of Maine (hereinafter referred to as "SHERIFF") to provide marine patrol and marine conservation services within the town limits of Harpswell, Cumberland County, Maine.

WITNESSETH:

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

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

WHEREAS, the Cumberland County Sheriff serves as the chief law enforcement officer of the County pursuant to Maine law, responsible for the appointment of deputies and directing the sheriff's department; and

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

WHEREAS, the County Commissioners, pursuant to 30-A M.R.S.A. 107 desires to enter into a contract with the TOWN to provide marine patrol services and certain marine conservation services to the TOWN; and

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

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

ARTICLE 1 -DEFINITIONS

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

A. Marine Conservation Services shall include but shall not be limited to the execution and oversight of such conservation-oriented services and activities as water testing, supervision of clam seeding, efforts to limit green crab predation and other endeavors designed to preserve and enhance the marine resource and the marine environment.

B. The workload shall be monitored and coordinated through the Sheriff's Patrol Captain who will work with the Town Administrator to assure the workload is appropriate to achieve the tasks asked of the Marine Wardens.

C. Marine Patrol Deputy shall mean an individual who is appointed by the SHERIFF in accordance with 30-A M.R.S.A §381, has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and who shall perform the duties and responsibilities as set forth in Article 2 of this Contract, and who meets the State requirements for Shellfish Conservation Wardens and has completed any necessary boat handling courses.

D. Service shall mean comprehensive marine patrol and marine conservation services provided with a focus on Municipal Shellfish Program Enforcement for a total of 80 (eighty) hours a week, beginning **April 1st, 2025**.

ARTICLE 2- LEVELS OF SERVICE

2.1 Marine Patrol Services.

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

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

1. The SHERIFF shall provide to the TOWN the equivalent of two (2) full time Marine Patrol Deputies all of whom shall be law enforcement officers certified by the Maine Criminal Justice Academy and who meet the State requirements for Shellfish Conservation Wardens and have completed any necessary boat handling courses.

2. The SHERIFF shall provide to the Town coverage for low and high tide enforcement of the Harpswell Municipal Shellfish Program 7 days a week, except when Deputies have activities that require both Deputies to complete the activity on a specific day. The Marine Patrol Deputies will work four (4) ten hour shifts each (40 hours per week). The two deputies' work schedules will change in accordance with the tides.

3. Should both Marine Patrol Deputies be simultaneously out for one (1) full week or more, one of the vacant positions will be filled by the SHERIFF for that period of time. If the SHERIFF is unable to fill the vacancy, the TOWN shall be reimbursed for the same. If the vacancy is as a result of the employee being on approved FMLA leave, reimbursement will commence after 12 weeks. Should both Marine Patrol Deputies be out for less than one week, the SHERIFF will not fill either position.

4. When the Marine Patrol Deputy is not working the clam-flats in a manner deemed productive by the Marine Patrol Deputy he/ she will patrol the intertidal water of the town enforcing

conservation closures enacted by the town. He/she will also be available for general law enforcement duties when available.

5. The Marine Patrol Deputies will be charged with providing water quality sampling and assisting in clam flat survey(s). To the extent that clam-flat surveys are being performed, in conjunction with the Harpswell Marine Resource Committee, the coverage of seven (7) tides may be affected.

Additionally, when the deputy(ies) are conducting conservation duties as listed in section 1.1.A; clam-flat surveys, boat patrol and tide coverage could be affected.

6. The Marine Patrol Deputies shall record in Spillman, and provide to the town on a quarterly basis, a log indicating dates and times of boat usage as well as locations patrolled by the boat. Patrol by boat may include the Town of Harpswell Harbormaster as operator of the boat accompanied by one Marine Patrol Deputy.

7. A boat patrol shall be scheduled to meet the needs of the program, and shall be executed, weather permitting; At all other times of year, the boat may be used on a random basis, weather permitting; and pursuant to contract, the Marine Patrol Deputies shall record in Spillman, and provide to the Town on a quarterly basis, a log indicating dates and times of boat usage as well as locations patrolled by boat.

C. While contracted to provide marine patrol services, Marine Patrol Deputies will enforce all applicable TOWN Ordinances, and State of Maine statutes. Performance of all duties of deputy sheriffs shall be in accordance with Cumberland County Sheriff's Office General Orders.

D. All Marine Patrol Deputies assigned to the TOWN shall remain within the municipal boundaries during the regularly assigned patrol shift, unless otherwise necessary to perform their official duties.

E. In the event of an emergency response call and/or an exigent circumstance arises, Marine Patrol Deputies assigned to the TOWN will perform services in a similar way to that of a police department assisting under a mutual aid agreement.

G. Vehicles, Supplies, Equipment and Office Furniture

1. The TOWN shall provide marked patrol units for performance of the services under this Contract. Each marked patrol unit shall prominently display on the exterior the indicia of both the Cumberland County Sheriff's Office and the town of Harpswell. 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 request made by the deputies to the TOWN pertaining to equipment, schooling, work schedule etc. will be referred to the administrators of the SHERIFF'S office for approval.
2. The COUNTY agrees to maintain vehicles assigned to the TOWN under this Contract consistent with the manufacturers recommended maintenance schedule. The COUNTY shall utilize any list maintained by the TOWN for requisition of all wrecker services.
3. The COUNTY shall provide the TOWN, no later than October 1 of each year, with a contract cost proposal for the 12-month period beginning the following April 1.

4. The deputies assigned to the TOWN shall be authorized to store their county-owned vehicles at a private residence during off-duty hours at the sole direction of the COUNTY, so long as the policy applies to all deputies. In the event that this authority is revoked by the COUNTY, all county owned vehicles shall be stored at a single county-owned facility.
5. The COUNTY shall provide necessary office supplies and office furniture for use by contract deputies in order to fulfill assignments.
6. Any supplies and office furniture furnished or purchased by the TOWN shall remain the property of the TOWN.
7. Any supplies and office furniture furnished or purchased by the COUNTY shall remain the property of COUNTY.

2.3 Administrative Responsibilities.

A. The two (2) Marine Patrol Deputies will perform all duties and responsibilities consistent with the Cumberland County Sheriff's Office General Orders and this Contract, under the direction of the SHERIFF.

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

C. The SHERIFF shall make all decisions regarding hiring and firing of the Marine Patrol Deputies, provided, however, that the SHERIFF shall replace the Marine Patrol Deputies assigned to the TOWN only with individuals meeting the qualifications specified in this Contract and provided further that the SHERIFF shall not terminate a deputy's employment before making provision for replacement of the Marine Patrol Deputy.

D. When appropriate, the SHERIFF shall provide the TOWN with written responses to citizen inquiries and complaints, which are 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.

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

3.2 Assignment of Law Enforcement.

A. The TOWN does hereby vest in each Marine Patrol Deputy, to the extent allowed by law, including but not limited to 30-A M.R.S. § 3009-A, as amended, enforcement powers of the TOWN which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such Marine Patrol Deputy. Every sworn Marine Patrol Deputy of the COUNTY so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be a sworn officer of TOWN while performing such services, duties, and responsibilities which constitute municipal functions and are within the scope of this Contract. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.

3.3 Sheriff's General Orders.

A. The SHERIFF shall provide to the TOWN a copy of the Cumberland County Sheriff's Office General Orders, including any updates and amendments added after publication.

ARTICLE 4- TOWN OF HARPSWELL RESPONSIBILITIES

4.1 Boat.

A. As partial consideration under this Contract, the TOWN agrees to provide, maintain and keep in good repair a boat that will be used by the Marine Patrol Deputies.

4.2 Town's Ordinances.

A. The TOWN shall provide to the SHERIFF two (2) copies of all Town ordinances that the SHERIFF and its deputies are empowered to enforce under this Contract and pursuant to 30-A M.R.S. § 3009-A, as amended.

ARTICLE 5- COSTS

5.1 The total amount due for all marine patrol services for subsequent years shall be based upon the proposal submitted by the Sheriff during the TOWN's budget process to be approved by the Selectmen. The total amount due for all services beginning **April 1, 2025, through March 31, 2026**, shall be

Two hundred fifty-five thousand, five hundred and ninety-three dollars and nine cents (\$255,593.09) 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 twelve (12) equal montly installments. The first installment shall be due **April 1, 2025**; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.

5.3 The COUNTY agrees that the Marine Patrol Deputies providing the services to the TOWN shall be employees 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 employees because of injury or sickness arising out of his or her employment. Except with respect to the enforcement of municipal ordinances, as authorized under this Contract, deputy sheriffs shall not be authorized to act on behalf of, or otherwise bind, the TOWN.

5.4 The consideration recited herein – including the provision of fully functional watercraft as described in Section 4.1 above – 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, in the judgment of the SHERIFF, additional temporary law enforcement personnel are available during the term of this Contract, the COUNTY agrees to provide the TOWN with such additional personnel as the TOWN may request, provided that within a reasonable time in advance of employment, the TOWN furnishes the COUNTY with a written statement of the required term of service for said additional personnel and agrees, in writing, to pay a cost computed at a rate consistent with that of Article 5 hereof.

ARTICLE 7 -REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 8-AUDIT OF RECORDS

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

ARTICLE 10-ARBITRATION

10.1 In the event of a dispute between parties, either party may request arbitration to resolve such disputes and may refer the disputed matter to an arbitration panel. Such election for arbitration shall be conclusively evidenced by the filing of a written demand for the arbitration with the opposing party. This demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made when institution of legal or equitable proceedings based on such claims, dispute, or other matter in question would be barred by the applicable statute of limitations. A written demand for arbitration shall also set forth the name of the complaining party's representative to the arbitration panel, as defined below.

10.2 The arbitration panel shall consist of the following members: a representative of the TOWN appointed by the Selectmen, a representative of the COUNTY appointed by the County Commissioners, and a third member to be selected by the two members previously mentioned; except that, if the representative of the parties cannot agree on a third member within ten (10) days of the appointment of the last of them, either one may request the American Arbitration Association to appoint said third member and the selection of the American Arbitration Association shall be binding on both parties.

10.3 Once the party has sent the other party a written demand for arbitration, the other party must appoint its representative within ten (10) days of receipt of said demand for arbitration and must give notice of its decision to the other party within the same period of time.

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

10.5 The claim, dispute or other matter shall be submitted to the full arbitration panel after appointment of the third member and the panel shall render its decision within thirty (30) days from the close of the hearing.

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

10.7 The decision of the arbitrators shall be final and conclusive between both parties.

ARTICLE 11- INDEMNITY

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

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

11.3 Neither the TOWN nor the COUNTY waive any defenses the parties may have under the Maine Tort Claims Act, 14 M.R.S. § 81010, et seq., as may be amended.

ARTICLE 12- TERM

12.1 This Contract shall remain in full force and effect commencing **April 1, 2025, and ending March 31, 2026**, all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

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

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

ARTICLE 13- TERMINATION

13.1 The TOWN or the COUNTY may terminate this Contract with or without cause upon written notice to the other party of this Contract; provided, however, that notice of such termination shall not be effective until after receipt of a ninety (90) day written notice, and the TOWN shall remain responsible for all monthly payments (as may be prorated as necessary) due and payable under Article 5 of this Contract up to the effective date of termination. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the County Manager or the Town Administrator. In the event, the Town's Select Board establishes a police department; the COUNTY and the TOWN agree there will be no lapse in law enforcement services.

ARTICLE 14- EXTENSION

14.1 Unless terminated on notice, as agreed above, rights and privileges herein granted, together with all other provisions of this Contract, shall continue in full force and effect, subject to necessary negotiation of any added cost factors, for an additional period of thirty (30) days from the date of expiration heretofore

mentioned, unless either party, at least ten (10) days prior to said date of expiration, shall notify the other party in writing that it does not desire the Contract to be extended for such an additional period.

ARTICLE 15-TRANSITION

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

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

ARTICLE 16-AUTHORITY TO EXECUTE AND ENFORCE

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

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

16.3 The Chairperson of the Harpswell Select Board, by his/her execution hereof, does represent to the COUNTY and SHERIFF that he/she has full power and authority to make and execute this Contract on behalf of the TOWN.

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

ARTICLE 17- COMMUNICATIONS

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

ARTICLE 18- ENTIRE AGREEMENT

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

Article 19 Vehicle and Equipment Replacement

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

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

List of Required Equipment:

- All emergency lighting, siren, and related equipment
- interior protective cage/screens
- Laptop computer and stand
- Scanner
- Printer
- Emergency radios (mobile and portable)
- Push bumper/guard
- Radar
- Ar-15 Rifle
- 12 gauge shotgun
- Rifle and shotgun securing mounts
- First aid kit
- Dash camera (optional)
- Pursuit spike mat
- Self inflating life vest
- Body worn camera (BWC)

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

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

CUMBERLAND COUNTY, MAINE

BY:

COUNTY MANAGER

JAMES H. GAILEY

DATE:

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

COUNTY OF CUMBERLAND

BY:

SHERIFF

KEVIN J. JOYCE


DATE:

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

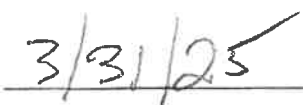
INHABITANTS OF THE
TOWN OF HARPSWELL

BY:



SELECT BOARD CHAIR
KEVIN E. JOHNSON

DATE:





Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 25-043

Agenda Date: 5/19/2025

Agenda #:

Agenda Item Request:

Authorization of the Law Enforcement Services Contract between Cumberland County Sheriff's Office, Board of County Commissioners, Maine School District 15, and the Town of Gray from July 1, 2025 to June 30, 2026.

Background and Purpose of Request:

Requestor: Captain Joyce, County Sheriff's Office

Maine School District 15 would receive school resource law enforcement services and the Town of Gray would receive summer law enforcement services starting July 1, 2025 and ending on June 30, 2026. See attachment for the contract.

Funding Amount and Source:

\$155,386.46 to be received from Maine School District 15 and the Town of Gray.

Effective Date if Applicable:

July 1, 2025


Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	04-16-25
SUBJECT:	Sheriff Law Enforcement School Resource Deputy for SAD #15 Gray/New Gloucester and Gray Contract (summer)

Requested Action:

Approve the \$155,386.46 for School Resource/Gray contract (summer) Deputy Law Enforcement Services for School Administrative District #15 Gray/New Gloucester.

Background & Purpose of Request:

SAD #15 would receive forty-hours (40) of School Resource Law Enforcement service and Gray Summer Law Enforcement from the Sheriff's Office starting July 1, 2025 and ending in June 30, 2026.

Funding Amount and Source:

Credit received.

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

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

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

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

MSAD#15 AND TOWN OF GRAY

July 1, 2025 to June 30, 2026

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

This Contract, effective the first day of **July 2025**, is made by and between MSAD 15, a school district in the State of Maine located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "SCHOOL"), the Town of Gray (hereinafter referred to as the "TOWN"), the County of Cumberland (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a Constitutional Officer of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the SCHOOL limits of Gray, Cumberland County, Maine.

WITNESSETH:

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

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

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

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

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

ARTICLE 1 – DEFINITIONS

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

A. Deputy Sheriff shall mean an individual who is appointed by the SHERIFF in accordance with 30-A M.R.S.A §381, and who has executed any necessary oath which

is required by law to serve in the position of a certified law enforcement deputy sheriff and perform the duties and responsibilities as set forth in Article 2 of this Contract.

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

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

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

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

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

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services

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

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

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

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

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

D. While contracted to provide law enforcement services, deputy sheriff will enforce SCHOOL/TOWN Rules/Ordinances that are applicable within the SCHOOL/TOWN, and

Statutes of the State of Maine. Performance of all duties of deputy sheriff shall be in accordance with Cumberland County Sheriff's Office General Orders.

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

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

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

Safe School Environment:

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

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

Truancy Prevention/Enforcement:

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

Education and Community Relations:

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

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

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

I. Vehicles, Supplies, Equipment and Office Furniture:

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

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

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

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

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

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

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

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

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

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

2.2 Administrative Responsibilities.

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

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

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

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

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

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

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

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

2.3 Processing of Evidence.

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

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment: Right of Control.

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

3.2 Assignment of Law Enforcement.

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

3.3 Sheriff's General Orders.

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

ARTICLE 4 – SAD 15 RESPONSIBILITIES

4.1 Office Space.

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

4.2 SCHOOL/TOWN's Ordinances.

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

ARTICLE 5 – COSTS

5.1 The total amount due for all law enforcement services for subsequent years shall be based upon a proposal submitted by the Sheriff during the SCHOOL/TOWN's budget process to be approved by the School/Town Board. The total amount due for all services beginning **July 1, 2025 through June 30, 2026, shall be One-hundred and fifty-five thousand, three hundred eighty-six dollars and forty-six cents (\$155,386.46)** spread over a 12-month period for costs incurred by the COUNTY as described in Attachment A of this Contract.

5.2 The SCHOOL/TOWN shall make payment in equal installments on a monthly basis. The first installment shall be due July 1, 2021~~5~~, the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.

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

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

ARTICLE 6 – ADDITIONAL PERSONNEL

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

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 8 – AUDIT OF RECORDS

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

ARTICLE 9 - STANDARD OF PERFORMANCE

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

ARTICLE 10 – ARBITRATION

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

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

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

10.4 The claim, dispute, or other matter shall be submitted to the full arbitration panel after appointment of the third member. The arbitration shall be conducted pursuant to the Expedited Procedures of the Commercial Arbitration Rules of the American

Arbitration Association. The panel shall render its decision within thirty (30) days from the close of the hearing.

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

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

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

ARTICLE 11 - INDEMNITY

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

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

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

ARTICLE 12 – TERM

12.1 This Contract shall remain in full force and effect commencing on the date specified by MSAD#15 for a period of 177 days unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

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

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

ARTICLE 13 – TERMINATION

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

ARTICLE 14 - EXTENSION

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

ARTICLE 15 – TRANSITION

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

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

ARTICLE 16 – AUTHORITY TO EXECUTE AND ENFORCE

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

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

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

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

ARTICLE 17 – COMMUNICATIONS

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

ARTICLE 18 – ENTIRE AGREEMENT

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

ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

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

Vehicle Equipment: The contracting school/town agrees to purchase the entire required and necessary emergency and enforcement related equipment associated with an

emergency vehicle. The school/town agrees to replace any equipment that is in need of upgrading due to the equipment being damaged or outdated.

List of required equipment:

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

IN WITNESS WHEREOF, the SCHOOL/TOWN of SAD#15, by order duly adopted by its SCHOOL/TOWN Board has caused this Contract to be signed by the SCHOOL/TOWN Board and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the Chairperson of said Board or Council and the seal of said Board or Council to be affixed thereto and attested by the Clerk of said Board or Council, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY: _____
CHAIRPERSON
COUNTY COMMISSIONERS

DATE: _____

SIGNED, SEALED AND DELIVERED


IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY: _____
SHERIFF
KEVIN J. JOYCE

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: SCHOOL/TOWN REPRESENTATIVE

BY:  _____
Chanda Turner, Superintendent

DATE: _____ 4/15/25

ATTEST: _____
COUNTY MANAGER/CLERK

DATE: _____



Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 25-034

Agenda Date: 4/22/2025

Agenda #:

Agenda Item Request:

Authorize the County Manager to sign the 3-year Regional Assessing Contract with the Town of Baldwin (2025-2028)

Background and Purpose of Request:

Staff are bringing forth the Assessing Contract with the Town of Baldwin for Commissioner acceptance.

Funding Amount and Source: 2025/2026 \$20,083.00

Effective Date if Applicable: July 1, 2025


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

TO:	Cumberland County Commissioners
FROM:	James H. Gailey
DATE:	April 3, 2025
SUBJECT:	Baldwin Assessing Contract

Requested Action:

Authorize the County Manager to sign the 3-year Regional Assessing Contract with the Town of Baldwin (2025-2028)

Background & Purpose of Request:

Staff are bringing forth the Assessing Contract with the Town of Baldwin for Commissioner acceptance.

Funding Amount and Source:	2025/2026	\$20,083.00
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Attachments: Assessing Contract for 2025-2028

Agenda Item Number:_____

Date on Agenda:_____

Result

Mover: Seconder:

Vote Tally:

Vote Result:

Roll Call Vote if Meeting Remotely:

Chair of Board, Date

CUMBERLAND COUNTY CONTRACT FOR ASSESSING SERVICES

July 1, 2025 to June 30, 2028

CONTRACT FOR ASSESSING SERVICES BY AND BETWEEN THE CUMBERLAND COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TOWN OF BALDWIN

This Contract, effective July 1, 2025 is made by and between the Town of Baldwin, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), and the County of Cumberland (hereinafter referred to as "COUNTY"), to provide assessing services within the town limits of Baldwin, Cumberland County, Maine.

W I T N E S S E T H:

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

WHEREAS, the TOWN also expects that the assessing services be performed such that the citizens of the TOWN retain the sense of community they enjoy; and

WHEREAS, the COUNTY has agreed to provide the TOWN a high level of professional assessing 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 assessing services through a contractual relationship with the COUNTY.

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged,

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

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

A. Assessing Agent shall mean an individual who is employed by the COUNTY to perform the assessing duties outlined in Article 2 of this contract and designated by the municipal officials of said TOWN as their Assessing Agent per State law and/or Charter. The Assessing Agent shall be a Certified Maine Assessor pursuant to 36 MSRS chapter 102.

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

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

D. Electronic database shall mean the CAMA (Computer Assisted Mass Appraisal) software database available on the Regional Assessing Server.

ARTICLE 2 – LEVELS OF SERVICE

1. Assessing Services

- 1.1.1. The COUNTY shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional assessing services within and throughout the TOWN to the extent and in the manner herein described.
- 1.1.2. The COUNTY shall assign personnel to provide the level of assessing services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto. These services will include, but not be limited to:
- 1.1.3. Develop and maintain the valuation models for the TOWN individually.
- 1.1.4. Apply new values to properties which will include, but not be limited to, inspections of properties with building and development permit activity, the creation of new lots from regulatory review approvals, lot splits, lot mergers, lot sales, and other lot modifications impacting property value.
- 1.1.5. Conduct a review and inventory all personal property in the TOWN. Process all personal property 706 asset returns for tax assessment, exemptions and reimbursement according to Maine State Statute.
- 1.1.6. Review and qualify applications for the special land use programs.
- 1.1.6.1.1. Update all changes in property information. This will include reading deeds for ownership changes, plotting deed descriptions to determine lot sizes, creating and valuing new lots, updating existing maps to include any lot and boundary changes.
- 1.1.7. Review and qualify applications for all forms of exemptions.
- 1.1.8. Monitor real estate trends to determine when fair and equitable adjustments are necessary in certain and/or all segments, neighborhoods and geographic locations.
- 1.1.9. Perform all the duties required of an assessing agent under Maine statutes and the regulations of the Maine Bureau of Revenue Services, by way of example and not by way of limitation, the assessing agent shall perform the tasks assigned in Exhibit A attached hereto.
- 1.2. The COUNTY will manage all assessing databases and related software, and will provide real time access to these electronic databases for town employees. Electronic access to the committed data and forms shall be made available to the general public. The COUNTY will be responsible for monthly software updates and cost, as the TOWN will be responsible for all software upgrades and the conversion cost to a new CAMA software.
- 1.3. As a result of TOWNS having different data/mapping standards when it comes to presence on their websites, TOWNS under the County Assessing Program are responsible for the hosting of such data on their respective sites.

- 1.4. The County will host the Town's Assessing information, applications and forms on the County's web page under the Town of Baldwin through a direct link to the Town.

2. Supplies, Equipment and Office Furniture.

- 2.1. The COUNTY shall provide suitable office space and supplies for the assessing agent when he/she is working on COUNTY premises. The TOWN shall provide suitable office space and supplies for the assessing agent when he/she is working on TOWN premises.
- 2.2. Any supplies and office furniture furnished or purchased by the TOWN shall remain the property of the TOWN.
- 2.3. Any supplies and office furniture furnished or purchased by COUNTY shall remain the property of the COUNTY.

3. Administrative Responsibilities

- 3.1. The Assessing Agent will perform all duties and responsibilities consistent with this Contract under the direction of the County Manager.
- 3.2. The Assessing Agent shall notify the Selectmen in a timely manner of any major/significant value changes or other unusual occurrences that occur within the TOWN.
- 3.3. The Assessing Agent shall attend Select Board meetings and other Town meetings upon request of the TOWN, and community meetings and meetings with the Town staff which involve issues of mutual concern. Additionally, when requested by the Selectmen, the Assessing Agent shall provide advice or consent on assessing issues and attend other meetings.
- 3.4. The Assessing Agent shall assist SELECTMEN when requested in abatement and appeals of valuation, exemptions and other appealable decisions at the local Board of Assessment Review and the Maine Board of Property Tax Review.
- 3.5. The COUNTY shall consult with the TOWN regarding the assignment of an individual to be the Assessing Agent of Baldwin. The COUNTY recognizes that the individual must be a designated CMA per State law and/or Charter.
- 3.6. The COUNTY shall make all decisions regarding hiring, firing and discipline of the Assessing Agent (and/or his/her staff) in accordance with County policy. The COUNTY shall accept and consider any input from the TOWN when it makes decisions related to personnel matters as they may pertain to the delivery of assessing services.
- 3.7. When appropriate, the COUNTY shall provide the TOWN with written responses to citizen inquiries and complaints directed towards the Regional Assessor's Office. All responses shall be provided within a reasonable time.

- 3.8. The TOWN shall provide and designate a town employee to assist the Assessing Agent with the taxpayer request and communications that occur on a daily basis.

ARTICLE 3 – OTHER RESPONSIBILITIES

1. Right of Control

The COUNTY shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein; provided, however, notwithstanding any other provision of this contract to the contrary, the TOWN through its Selectmen shall have the right to meet with the County Manager, or his/her designee, to discuss the services provided to the TOWN pursuant to this contract.

2. Assignment of Assessing Duties

The TOWN does hereby vest in the Assessing Agent, 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 COUNTY hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such Assessing Agent and other staff. The Assessing Agent of the Town so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be an agent of the TOWN while performing such services, duties, and responsibilities, which constitute municipal functions and are within the scope of this Contract.

ARTICLE 4 – TOWN OF BALDWIN RESPONSIBILITIES

1. Office Space

- 1.1. The TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control, alarm services, and janitorial services, the facility designated as the Town Office. The COUNTY shall maintain its workspace in the Town Office in a clean condition, free from debris, with normal use excepted. In the event the COUNTY, its employees, or appointees destroy, deface, damage, impair, or remove any part of the Town Office, the COUNTY will be responsible, to the extent permitted by law, for repairing or replacing such property.
- 1.2. Future space planning shall be coordinated with the COUNTY and the TOWN.
- 1.3. The use and occupancy by the COUNTY of the Town Office shall include the use in common with others entitled thereto of the automobile parking areas, driveways, pathways, entrance ways, means of ingress and egress easements, loading and unloading facilities, and other facilities as may be designated from time to time by the TOWN and are subject to the terms and conditions of this Contract.

2. Town's Ordinances

- 2.1. The TOWN shall provide to the COUNTY access to the Baldwin Town Code of Ordinances as adopted, with revisions, as enacted. The TOWN shall provide the county with an updated zoning map and street map for use at the county office.

3. Revaluations

In recognition of revaluations taking place more routinely than in years past, TOWN shall assume costs of a third-party revaluation. Additionally, funds shall be budgeted to cover a COUNTY third-party review of appeals received by the Regional Assessing Office. Revaluations, completed by a third-party vendor, presents a significant impact to the workflow and staff capacity at the Regional Assessing Office post commitment.

- 3.1 When initiating a community-wide revaluation TOWN's shall meet with the Regional Assessor to discuss timing and work capacity of the Regional Assessing Office.
- 3.2 TOWN's shall budget funds in support of a COUNTY third-party vendor to handle the appeals process. A ballpark cost for these services is ten to eighteen thousand, based on TOWN's population.
- 3.3 Funds will be held in an escrow and any remaining balance of funds will be returned to the TOWN. These funds are only submitted to COUNTY during years the TOWN goes through a revaluation.

ARTICLE 5 – COSTS

1. The total amount due for all assessing services for subsequent years shall be based upon the proposal submitted by the COUNTY during the TOWN's budget process to be approved by the Selectmen or Town Meeting. The total amount due for all services beginning July 1, 2025 to June 30, 2028 shall be:

\$1,673.58 per month or \$20,083.00 per year for 2025/2026 to be incurred by the TOWN to be spread over the 12-month period for costs incurred by the COUNTY for Assessing Services. Subsequent years will increase by an estimated 3-4% to cover cost of living and benefit obligations.

\$108.33 per month (\$1,300.00) to be incurred by the TOWN to be spread over the 12-month period for COUNTY GIS services.

- 1.1. The TOWN shall make payment in equal installments on a monthly basis. Installments shall be due the first day of each month until the contract is paid in full.
- 1.2. The COUNTY agrees that the staff providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.

- 1.3. 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, except in the event that the Assessing Agent requires independent legal counsel or representation in the performance of any of the services provided herein under or the revaluation of property, the costs associated with such legal counsel or representation, or revaluation shall be in addition to the consideration set forth above and shall be borne solely by the TOWN.

ARTICLE 6 - INSURANCE

The COUNTY shall maintain coverage for workers compensation for its employees in accordance with the provisions of Maine law.

The COUNTY shall maintain liability/casualty insurance - type coverage through the Maine County Commissioners Association Self-Funded Risk Management Pool ("hereinafter "Risk Pool"), with scope of coverage and coverage amounts as determined by said Risk Pool and documented on the annual member coverage certificate issued by the Risk Pool to the COUNTY. The COUNTY shall provide a copy of said member coverage certificate to the TOWN upon its request.

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 8 – AUDIT OF RECORDS

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

ARTICLE 9 - STANDARD OF PERFORMANCE

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

ARTICLE 10 – INDEMNITY

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

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

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

ARTICLE 11 – TERM

1. This Contract shall remain in full force and effect commencing July 1, 2025 to June 30, 2028 all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

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

3. The contract is subject to annual funding appropriated by the TOWN's legislative body or by town meeting.

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

ARTICLE 12 – TERMINATION

This contract shall expire on June 30, 2028. The TOWN shall give notice to the COUNTY of its intent to renew or enter into negotiations for a new agreement for assessing services no later than January 1, 2028.

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

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

In the event the Selectmen establish its own assessing department; the COUNTY and the TOWN agree there will be no lapse in assessing services. In the event of termination the individual designated as municipal Assessing Agent shall cease to be such and the TOWN shall have no further obligation, financial or otherwise to said individual.

ARTICLE 13 – TRANSITION

1. In the event of the termination or expiration of this Contract, the COUNTY and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the COUNTY to another method of providing assessing services, and to maintain during such period of transition the same high quality of services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.
2. In the event of termination or upon expiration of this Contract, the TOWN shall have the option to purchase from the COUNTY any equipment, fixtures, and furnishings furnished by the COUNTY to perform the services provided under this Contract. The purchase price shall be determined by mutual agreement of the parties as to the fair-market value of such equipment, fixtures, and furnishings.
3. All electronic and hard copy records are owned by the TOWN and any records that require transfer to the TOWN from the COUNTY record keeping systems shall be transferred at no cost to the TOWN.

ARTICLE 14 – AUTHORITY TO EXECUTE AND ENFORCE

1. The County Manager, 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.
2. The COUNTY, by its execution hereof, does hereby represent to the TOWN that it only has administrative powers to enforce this Contract pursuant to the power so vested in it under the Constitution and Laws of the State of Maine.
3. The Selectmen, by their execution hereof, does represent to the County Manager that he/she has full power and authority to make and execute this Contract on behalf of the TOWN. Notwithstanding this provision, the COUNTY agrees and acknowledges that this Contract may be terminated pursuant to Article 12.
4. Nothing herein contained is any way contrary to or in contravention of the laws of the State of Maine.

ARTICLE 15 – ENTIRE AGREEMENT

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: _____
COUNTY MANAGER

DATE: _____

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN OF BALDWIN

BY: James S. Doherty
SELECTMEN CHAIR

BY: Robert B. Flint
SELECTMEN

BY: Dan M. [Signature]
SELECTMEN

DATE: _____

Exhibit A: Assessing Agent Duties (Including but not limited to)

- ❖ Finalize assessment rolls
- ❖ Assist Selectmen with abatements, appeals and supplements
- ❖ Complete commitment documents
- ❖ Process deed transfers, lot splits and map changes
- ❖ Review and Qualify all exemption applications
- ❖ Complete annual Turn-Around Document for the State of Maine
- ❖ Create commitment book and save annual tax maps to mirror commitment book
- ❖ Complete the Municipal Valuation Return and other forms as required
- ❖ Complete the assessing section of the LD1 calculation forms
- ❖ Meet State's assessment standards ratio
- ❖ Track and Report TIF districts captured real and personal property values if applicable
- ❖ Calculate and process Tree Growth/Farmland/Open Space penalties
- ❖ Attend Board of Assessment Review hearings to defend assessment, abatement, and/or exemption decisions when requested.
- ❖ Respond to taxpayer inquiries and maintain public records for public access and respond to requests for meetings with members of the community.
- ❖ Work closely with town staff in completing the commitment process and provide the final assessment data to the TOWN to be uploaded to the accounting software for the creation of year tax bills.
- ❖ The Personal Property records, Exemption Applications and Land use program applications will be located at the regional Office as these documents require regular updates and maintenance. These records will remain the property of the town.

Exhibit B: Municipal Oversight Committee

On an annual basis or more frequently as may be necessary, the County will organize and host a meeting of representatives from each municipality served by the Regional Assessing Department. One person from each community will serve as the official representative for that community, although multiple individuals from each community are welcome. The representatives from each community will collectively comprise the Municipal Oversight Committee (MOC).

The annual meeting of the MOC shall occur annually, between November 1 and December 31 to give communities time to adjust their budgets for the following year as needed.

The purpose of the annual committee meeting will be to:

- ❖ Review communities' satisfaction with services provided to date.
- ❖ Hear suggestions from all parties for improvements to existing services.
- ❖ Discuss possible changes or expansions to the scope of services provided.
- ❖ Hear a report from the County on possible additional communities interested in joining the program.
- ❖ Review the cost allocation model to insure that it is still dividing costs fairly.

The MOC will make recommendations to the County as it sees fit regarding any of the items listed above. If requested by the MOC, the County will then respond to these recommendations within 30 days of the meeting date.

Additional meetings of the MOC may be called for unusual circumstances including, but not limited to:

- ❖ Staffing changes involving key personnel.
- ❖ The addition of communities during a contract term.
- ❖ Other significant events as warranted.



Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 25-035

Agenda Date: 4/22/2025

Agenda Item Request:

Authorize the County Manager to sign the 3-year Regional Assessing Contract with the Town of Falmouth (2025-2028)

Background and Purpose of Request:

Staff are bringing forth the Assessing Contract with the Town of Falmouth for Commissioner acceptance.

Funding Amount and Source: 2025/2026 \$206,626.87

Effective Date if Applicable: July 1, 2025


Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	James H. Gailey
DATE:	April 7, 2025
SUBJECT:	Falmouth Assessing Contract

Requested Action:

Authorize the County Manager to sign the 3-year Regional Assessing Contract with the Town of Falmouth (2025-2028)

Background & Purpose of Request:

Staff are bringing forth the Assessing Contract with the Town of Falmouth for Commissioner acceptance.

Funding Amount and Source: 2025/2026 \$206,626.87

Attachments: Assessing Contract for 2025-2028

Agenda Item Number: _____

Date on Agenda: _____

Result

Mover: _____ Second: _____

Vote Tally: _____

Vote Result: _____

Roll Call Vote if Meeting Remotely: _____

Chair of Board, Date

CUMBERLAND COUNTY CONTRACT FOR ASSESSING SERVICES

July 1, 2025 to June 30, 2028

CONTRACT FOR ASSESSING SERVICES BY AND BETWEEN THE CUMBERLAND COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TOWN OF FALMOUTH

This Contract, effective July 1, 2025 is made by and between the Town of Falmouth, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), and the County of Cumberland (hereinafter referred to as "COUNTY"), to provide assessing services within the town limits of Falmouth, Cumberland County, Maine.

W I T N E S S E T H:

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

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

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

WHEREAS, the TOWN is desirous of obtaining its assessing services through a contractual relationship with the COUNTY; and

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged,

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

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

A. Assessor shall mean an individual who is employed by the COUNTY to perform the assessing duties outlined in Article 2 of this contract and designated by the municipal officials of said TOWN as their assessor per State law and/or Charter. The Assessor shall be a Certified Maine Assessor pursuant to 36 MSRS chapter 102.

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

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

D. Electronic database shall mean the CAMA (Computer Assisted Mass Appraisal) software database available on the Regional Assessing Server.

ARTICLE 2 – LEVELS OF SERVICE

1. Assessing Services

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

1.1.2. The COUNTY shall assign personnel to provide the level of assessing services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto. These services will include, but not be limited to:

1. Develop and maintain the valuation models for the TOWN individually.
2. Apply new values to properties, which will include, but not be limited to, inspections of properties with building and development permit activity, the creation of new lots from regulatory review approvals, lot splits, lot mergers, lot sales, and other lot modifications affecting property value.
3. Conduct a review and inventory all personal property in the TOWN. Process all personal property 706 asset returns for tax assessment, exemptions and reimbursement according to Maine State Statute.
4. Review and qualify applications for the special land use programs.
5. Update all changes in property information. This will include reading deeds for ownership changes, plotting deed descriptions to determine lot sizes, creating and valuing new lots, updating existing maps to include any lot and boundary changes.
6. Review and qualify applications for all forms of exemptions.
7. Monitor real estate trends to determine when fair and equitable adjustments are necessary in certain and/or all segments, neighborhoods and geographic locations.
8. Perform all the duties required of an assessor under Maine statutes and the regulations of the Maine Bureau of Revenue Services, by way of example and not by way of limitation, the assessor shall perform the tasks assigned in Exhibit A attached hereto.
9. The COUNTY will manage all assessing databases and related software, and will provide real time access to these electronic databases for town employees. Electronic access to the committed data and forms shall be made available to the

general public. The COUNTY will be responsible for monthly software updates, as the TOWN will be responsible for all software upgrades. (updates vs upgrade)

10. As a result of TOWNS having different data/mapping standards when it comes to presence on their websites, TOWNS under the County Assessing Program are responsible for the hosting of such data on their respective sites.

2. Supplies, Equipment and Office Furniture.

- 2.1. The COUNTY shall provide suitable office space and supplies for the assessor when he/she is working on COUNTY premises. The TOWN shall provide suitable office space and supplies for the assessor when he/she is working on TOWN premises.
- 2.2. Any supplies and office furniture furnished or purchased by the TOWN shall remain the property of the TOWN.
- 2.3. Any supplies and office furniture furnished or purchased by COUNTY shall remain the property of the COUNTY.

3. Administrative Responsibilities

- 3.1. The Assessor will perform all duties and responsibilities consistent with this Contract under the direction of the County Manager.
- 3.2. The Assessor shall notify the Town Manager in a timely manner of any major/significant value changes, large abatement requests, or other unusual occurrences that occur within the TOWN.
- 3.3. The Assessor shall attend Town Council meetings and other Town meetings upon request of the TOWN, and community meetings and meetings with the Town staff which involve issues of mutual concern. Additionally, when requested by the Town Manager, the Assessor shall provide advice or consent on assessing issues and attend other meetings.
- 3.4. The Assessor shall represent the TOWN in all appeals of valuation, exemptions and other appealable decisions by the Assessor at the local Board of Assessment Review and the Maine Board of Property Tax Review. Representation shall mean preparation, appearance and testimony before the appeal authorities.
- 3.5. The COUNTY shall consult with the TOWN regarding the assignment of an individual to be the Assessor of Falmouth. The COUNTY recognizes that the individual must be designated or sworn in by the municipal officials of the Town as the Assessor per State law and/or Charter.
- 3.6. The COUNTY shall make all decisions regarding hiring, firing and discipline of the Assessor (and/or his/her staff) in accordance with County policy. The COUNTY shall accept and consider any input from the TOWN when it makes decisions related to personnel matters as they may pertain to the delivery of assessing services.

3.7. When appropriate, the COUNTY shall provide the TOWN with written responses to citizen inquiries and complaints directed towards the Regional Assessor's Office. All responses shall be provided within a reasonable time.

3.8. The TOWN shall provide and designate a town employee to assist the Assessor with the taxpayer request, office paperwork, filing and communications that occur on a daily basis.

ARTICLE 3 – OTHER RESPONSIBILITIES

1. Right of Control

The COUNTY shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein; provided, however, notwithstanding any other provision of this contract to the contrary, the TOWN through its Town Manager shall have the right to meet with the County Manager, or his/her designee, to discuss the services provided to the TOWN pursuant to this contract.

2. Assignment of Assessing Duties

The TOWN does hereby vest in the Assessor, 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 COUNTY hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such Assessor and other staff. The Assessor of the Town so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be a sworn officer of the TOWN while performing such services, duties, and responsibilities, which constitute municipal functions and are within the scope of this Contract.

ARTICLE 4 – TOWN RESPONSIBILITIES

1. Office Space

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

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

1.3. The use and occupancy by the COUNTY of the Town Office shall include the use in common with others entitled thereto of the automobile parking areas, driveways, pathways, entrance ways, means of ingress and egress easements, loading and unloading

facilities, and other facilities as may be designated from time to time by the TOWN and are subject to the terms and conditions of this Contract.

2. Town's Ordinances

- 2.1. The TOWN shall provide to the COUNTY access to the Falmouth Town Code of Ordinances as adopted, with revisions, as enacted. The TOWN shall provide the COUNTY with an updated zoning map and street map for use at the county office.

3. Revaluations

In recognition of revaluations taking place more routinely than in years past, TOWN shall assume costs of a third-party revaluation. Additionally, funds shall be budgeted to cover a COUNTY third-party review of appeals received by the Regional Assessing Office. Revaluations, completed by a third-party vendor, presents a significant impact to the workflow and staff capacity at the Regional Assessing Office post commitment.

- 3.1 When initiating a community-wide revaluation TOWN's shall meet with the Regional Assessor to discuss timing and work capacity of the Regional Assessing Office.
- 3.2 TOWN's shall budget funds in support of a COUNTY third-party vendor to handle the appeals process. A ballpark cost for these services is ten to eighteen thousand, based on TOWN's population.
- 3.3 Funds will be held in an escrow and any remaining balance of funds will be returned to the TOWN. These funds are only submitted to COUNTY during years the TOWN goes through a revaluation.

ARTICLE 5 – TERM

1. This Contract shall remain in full force and effect commencing July 1, 2025 to June 30, 2028 all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.
2. The terms and conditions of this Contract are contingent upon the approval of the County Manager.
3. The contract is subject to annual funding appropriated by the TOWN's legislative body or by town meeting.
4. This Agreement shall automatically renew for three one-year auto renewals, unless either party provides written notification to the other no later than January 1st of its intent to terminate the contract at the conclusion of that contract year.

ARTICLE 6 – COSTS

1. The total amount due for all assessing services for subsequent years shall be based upon the proposal submitted by the COUNTY during the TOWN's budget process to be approved by the Town Council and/or Town Meeting. The total amount due for all services beginning July 1, 2025 to June 30, 2028 shall be:

\$17,218.91 per month is based off from a \$206,626.87 FY2025/2026 cost for the TOWN's assessing services.

- 1.1 Written notification of annual changes in cost or other provisions of the Agreement must be submitted to the TOWN in writing no later than December 1st of each year. The estimated increase year over year during this term will be between 3-4%. If TOWN wishes to explore alternative assessing services, said TOWN shall notify the COUNTY no later than January 1st of its intent to terminate the contract at the conclusion of the current contract year.
- 1.2 Prior to the additional 3-year term, both parties shall meet to discuss contract increases over the life of the contract.
- 1.3 The TOWN shall make payment in equal installments on a monthly basis. Installments shall be due the first day of each month until the contract is paid in full.
- 1.4 The COUNTY agrees that the staff providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.
- 1.5 The COUNTY reserves the opportunity to meet with TOWN to discuss staffing levels needed for the program and to pass along costs associated with increased staff to TOWN in advance of TOWN's upcoming budget process. Costs associated with increase in staff position(s) shall be distributed in accordance with annual distribution formula for all member communities.
- 1.6 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, except in the event that the Assessor requires independent legal counsel or professional representation in the performance of any of the services provided herein under or the revaluation of property, the costs associated with such legal counsel or professional representation, or revaluation shall be in addition to the consideration set forth above and shall be borne solely by the TOWN. Consent by the TOWN shall be given to Assessor prior to seeking legal advice.

ARTICLE 7 - INSURANCE

The COUNTY shall maintain coverage for Workers Compensation for its employees in accordance with the provisions of Maine law.

The COUNTY shall maintain liability/casualty insurance - type coverage through the Maine County Commissioners Association Self-Funded Risk Management Pool ("hereinafter "Risk Pool"), with scope of coverage and coverage amounts as determined by said Risk Pool and documented on the annual member coverage certificate issued by the Risk Pool to the COUNTY. The COUNTY shall provide a copy of said member coverage certificate to the TOWN upon its request.

ARTICLE 8 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 9 – AUDIT OF RECORDS

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

ARTICLE 10 - STANDARD OF PERFORMANCE

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

ARTICLE 11 – INDEMNITY

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

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

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

ARTICLE 12 – TERMINATION

This contract shall expire on June 30, 2028. The Agreement shall automatically renew for three one-year automatic renewals, unless either party provides written notification to the other no later than January 1st, of a given year, of its intent to terminate the contract at the conclusion of that contract year.

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

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

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

ARTICLE 13 – TRANSITION

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

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

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

ARTICLE 14 – AUTHORITY TO EXECUTE AND ENFORCE

1. The County Manager, 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.
2. The COUNTY, by its execution hereof, does hereby represent to the TOWN that it only has administrative powers to enforce this Contract pursuant to the power so vested in it under the Constitution and Laws of the State of Maine.
3. The Town Manager, as duly authorized by the Town Council, Town Charter, Ordinance, Policy or another mechanism, if deemed necessary by his/her execution hereof, does represent to the County Manager that he/she has full power and authority to make and execute this Contract on behalf of the TOWN. Notwithstanding this provision, the COUNTY agrees and acknowledges that this Contract may be terminated pursuant to Article 12.
4. Nothing herein contained is any way contrary to or in contravention of the laws of the State of Maine.

ARTICLE 15 – ENTIRE AGREEMENT

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: _____

COUNTY MANAGER

DATE: _____

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN OF FALMOUTH

BY: MLCR

TOWN MANAGER

DATE: April 4, 2025

Exhibit A: Assessor's Duties (Including but not limited to)

- ❖ Finalize assessment rolls
- ❖ Process abatements and supplements
- ❖ Complete commitment documents
- ❖ Complete annual Turn-Around Document for the State of Maine
- ❖ Create commitment book and save annual tax maps to mirror commitment book
- ❖ Complete Municipal Valuation Return and other forms as required
- ❖ Complete the assessing section of the LD1 calculation forms
- ❖ Meet State's assessment standards ratio
- ❖ Track and Report TIF districts captured real and personal property values
- ❖ Calculate and process Tree Growth/Farmland/Open Space penalties
- ❖ Attend Board of Assessment Review hearings to defend assessment, abatement, and/or exemption decisions.
- ❖ Respond to taxpayer inquiries and maintain public records for public access and respond to requests for meetings with members of the community.
- ❖ Work closely with town staff in completing the commitment process and provide the final assessment data to the TOWN to be uploaded to the accounting software for the creation of year tax bills.

Exhibit B: Municipal Oversight Committee

On an annual basis or more frequently as may be necessary, the County will organize and host a meeting of representatives from each municipality served by the Regional Assessing Department. One person from each community will serve as the official representative for that community, although multiple individuals from each community are welcome. The representatives from each community will collectively comprise the Municipal Oversight Committee (MOC).

The annual meeting of the MOC shall occur annually, between November 1 and December 31 to give communities time to adjust their budgets for the following year as needed.

The purpose of the annual committee meeting will be to:

- ❖ Review communities' satisfaction with services provided to date.
- ❖ Hear suggestions from all parties for improvements to existing services.
- ❖ Discuss possible changes or expansions to the scope of services provided.
- ❖ Hear a report from the County on possible additional communities interested in joining the program.
- ❖ Review the cost allocation model to insure that it is still dividing costs fairly.

The MOC will make recommendations to the County as it sees fit regarding any of the items listed above. If requested by the MOC, the County will then respond to these recommendations within 30 days of the meeting date.

Additional meetings of the MOC may be called for unusual circumstances including, but not limited to:

- ❖ Staffing changes involving key personnel.
- ❖ The addition of communities during a contract term.
- ❖ Other significant events as warranted.



Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 25-036

Agenda Date: 4/22/2025

Agenda Item Request:

Acceptance of the monetary donation of \$100 from the Casco Day Fair Association for supplies for the Regional Communications 911 Public Education Program.

Background and Purpose of Request:

Funding Amount and Source:

\$100 to account 1110-6105 on March 27, 2025

Effective Date if Applicable:

Effective immediately.

Money Deposit Form

Date: 3/25/2025

Payment From: Casco Day Fair Association

Amount of Payment: \$100.00

Account: 11110 - 6105
Org Object

Payment Method: ☒ Check **2764**
☐ Money Order
☐ Cash

Additional Information: Donation for 911 Public Education Supplies

Received By: Melinda Fairbrother-Dyer *Melinda Fairbrother-Dyer* 3/18/2025
Name Signature Date





Melinda -

Please accept my sincerest apologies
for the lateness in getting this check
to you. We very much appreciated
having the 911 simulator at Casco Days
in 2024.

my best,

Maureen McAllister

Treasurer

508-864-5630

maureen.mcallister@cascodays.com

146



Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 25-037

Agenda Date: 4/22/2025

Agenda Item Request:

Authorize the submission of a FY2026 Congressional Direct Spending Request to Senator Collins' Office.

Background and Purpose of Request:

Requestor: James H. Gailey

Over the past few months, the County Commissioners have been collaborating with the Town of Windham to establish a super substation within Windham's new fire station. The county's commitment involved extending the sewer line down Franklin Drive, which would allow the County to occupy approximately 3,000 square feet in the new station for Sheriff Admin, Patrol, and CID staff.

This location offers the County a significant presence in the heart of the region, with convenient access to Routes 302, 115, and 35. The presence of Sheriff's Office assets here would be a further advantage.

The Congressional Spending Request proposes expanding the fire station's current design. This request allocates \$1.5 million for two additional vehicle bays with space above, which would allow us to consolidate and store the Sheriff's Office armored vehicle, evidence van, command post, and dive boat in one location.

Funding Amount and Source: 1.5M Federal Direct Spending Request

Attachments: Congressional Direct Spending Request


Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	James H. Gailey
DATE:	April 15, 2025
SUBJECT:	Congressional Direct Spending Request

Requested Action:

Authorize the submission of a FY2026 Congressional Direct Spending Request to Senator Collins' Office.

Background & Purpose of Request:

Over the past few months, the County Commissioners have been collaborating with the Town of Windham to establish a super substation within Windham's new fire station. The county's commitment involved extending the sewer line down Franklin Drive, which would allow the County to occupy approximately 3,000 square feet in the new station for Sheriff Admin, Patrol, and CID staff.

This location offers the County a significant presence in the heart of the region, with convenient access to Routes 302, 115, and 35. The presence of Sheriff's Office assets here would be a further advantage.

The Congressional Spending Request proposes expanding the fire station's current design. This request allocates \$1.5 million for two additional vehicle bays with space above, which would allow us to consolidate and store the Sheriff's Office armored vehicle, evidence van, command post, and dive boat in one location.

Funding Amount and Source: 1.5M Federal Direct Spending Request

Attachments: Congressional Direct Spending Request

Agenda Item Number: _____

Date on Agenda: _____

Result

Mover: _____ Second: _____

Vote Tally: _____

Vote Result: _____

Chair of Board, Date

Name & Contact Info	Mailing Address	Permanent Address
Craig Colin Smith Work: 207-245-5836 Mobile: 207-318-1005 smith@cumberlandcounty.org	36 County Way Portland ME 04102	36 County Way Portland ME 04102

* indicates a required field.

Section 1. Project Recipient

Please use the legal name of the entity requesting funds through Congressionally Directed Spending (CDS).

1. Requesting Entity *
County of Cumberland
2. Are you a nonprofit or government entity? *
For-profit entities are not eligible for CDS requests.
Yes
3. Head of Requesting Entity *
James H. Gailey, County Manager
4. Head of Requesting Entity Email Address
gailey@cumberlandcounty.org
5. Requesting Entity Mailing Address *
142 Federal Street, Portland, ME 04101
6. Requesting Entity Employer Identification Number (EIN) *
01-6000004B
7. Project Point of Contact (POC) Name and Title *
Sheriff Kevin Joyce
8. Project POC Email Address *
joyce@cumberlandcounty.org
9. Project POC Phone Number *
2073181003
10. Project Name *
Cumberland County Sheriff's Office Apparatus Bay Expansion and Administrative Space Fit-Up at the North Windham Public Safety Building
11. Project Website
if applicable
N/A

Section 2. Project Location

Please include the location(s) for this project. List all cities, towns, and counties as applicable.

1. Is the project statewide? *
No
2. City/Town *
Please indicate the City/Town where the project would take place.
Windham, Maine

- 3. County in Maine ***
Please select the county or counties that would be served by this project.
- Cumberland County,

Section 3. Project Details

- 1. CDS Request Amount ***
Please state the dollar amount of your organization's Congressionally Directed Spending (CDS) request.
- 1,500,000.00
- 2. Project Purpose ***
Please provide a brief description (1-2 sentences) on how Congressionally Directed Spending for this proposal would be used (e.g. to build a new fire station, to upgrade communications equipment, to improve drinking water/wastewater infrastructure, etc.).
- To provide a central location for special service vehicles, including a Command Vehicle, an ESU (SWAT) Armored Vehicle, a Evidence Recovery Van, and a Dive Boat.
- 3. Project Justification and Benefit to the Taxpayer ***
Please indicate why this project deserves federal funding, and what unmet needs would be served if the project receives a CDS award.
- The Cumberland County Sheriff's Office (CCSO) has special service vehicles, including a Command Post, an ESU (SWAT) Armored Vehicle, a Evidence Recovery Van, and a Dive Boat. These vehicles are stored throughout the county in agreements with other municipal governments. The CCSO lacks a central location to store the vehicles. The vehicle bays would protect these very expensive vehicles that are currently kept inside various other fire stations throughout the community. The large special services vehicles include a Mine Resistant Ambush Protected Vehicle (MRAP) that is utilized by the Cumberland County Sheriff's Office Emergency Services Unit (ESU), a regional tactical team comprised of sheriff's deputies and police officers from Windham, Gorham, Westbrook, and Cumberland. Currently, the MRAP is temporarily housed at the Westbrook Public Safety building in Westbrook. Other vehicles include a large Command Post, utilized at large-scale emergency scenes to conduct investigations or to set up communications for serious, yet occasional, crime scenes. Some of these events include police stand-offs, large fires, or large community events that occur over several days such as the Brunswick Air Show, the Cumberland Fair, and the Barbara Bush Celebrity Golf Tournament in Falmouth.
- Currently, the Cumberland County Sheriff's Office Command Post is stored inside the Westbrook Public Works building in Westbrook. In addition to the MRAP and Command Post, the Cumberland County Sheriff's Office stores a Dive Team boat in the South Windham Fire Station and an Evidence Recovery Van inside the Raymond Fire Station. Many of the aforementioned specialized equipment are utilized by members of the Windham Police Department as well as many other law enforcement agencies in Cumberland County in addition to the Cumberland County Sheriff's Office staff, in a true regional services effort.
- Storing all of the agency's special services vehicles in one central location closer to the areas served by the CCSO and those served by our partner agencies will make it easier and more effective to respond to critical calls for service.
- 4. Jobs Created ***
Please provide a rough estimate of how many jobs would be created if this project received federal funding. If no new jobs would be created, please list 0 or N/A.
- 30 Construction jobs
- 5. If funded, will the project become self-sustaining after a defined period of time? ***
If yes, please describe how the project would become self-sustaining and by what period of time.
- Yes, at the end of the construction period.
- 6. Estimated Start Date for the Project (if applicable)**
Please indicate a date. If you would not start the project until you receive federal funding, please state that.
- October 2027
- 7. Estimated Completion Date for the Project (if applicable)**
If completion date is dependent on your organization receiving federal funding, please indicate that.
- June 2028 or sooner
- 8. Could the project proceed if the Appropriations Committee cannot fully fund the request? ***
If yes, please specify the funding amount at which the project could proceed.
- No.
- 9. Is any part of this request subject to outside approval? ***
For example, will the project, a local match, or any project component(s) be subject to approval, vote, or referendum by the town, city, county, or leadership board associated with the requesting entity, etc. If yes, please describe and indicate the date(s) by which approval would be needed.
- Yes. A Town of Windham referendum is scheduled for Summer 2025.

10. Was this request submitted to Senator Collins' Office last year (FY25) for consideration? *

No

10.1 Did Senator Collins submit this request to the Appropriations Committee last year (FY25)?

No answer.

11. Was this request submitted to Senator Collins or another congressional office for consideration in prior fiscal years? *

If yes, please indicate the year and the congressional office.

No.

12. Has this project or initiative received federal funds (outside of the Congressionally Directed Spending opportunity) in the past? *

If yes, please describe the federal funding sources the project or initiative has received, and what year the federal funding was awarded.

No.

13. Has this project or initiative received Congressionally Directed Spending funds in the past? *

If yes, please identify the fiscal year and the amount received. Please also indicate the congressional office that supported the request.

No.

14. Has your organization received Congressionally Directed Spending funds in the past? *

If yes, please identify the fiscal year and the amount received. Please also indicate the congressional office that supported the request.

Yes. 2022, \$250,000.00. Senator Susan Collins.

15. If applicable, please identify the state plan on which this project is included.

For example, the State Transportation Improvement Plan (STIP); the Highway Improvement Plan (HIP); the Airport Improvement Plan (AIP); the Clean/Drinking Water State Revolving Fund (SRF) Intended Use Plan (IUP); etc.

N/A

16. Project Ranking

If you are submitting multiple requests, please provide the prioritized ranking of this project.

1

Section 4. Budget

NOTE: The *Build America, Buy America Act* ([P.L. 117-58 § 70914](#)) (a)) requires that any infrastructure projects funded (in whole or in part) with federal assistance use only iron, steel, manufactured products, and construction materials produced in the United States. This requirement applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. **If you are submitting a CDS request for funding for an infrastructure project, please be advised to take this requirement into account.**

1. Budget Estimate *

Using mm/dd/yyyy format, please indicate how current the following budget estimates are.

04/10/2025

2. Soft Costs *

Examples of soft costs include costs for design, permitting, planning, etc. Please list the soft costs associated with the project and list the status of each component of the budget (e.g., not yet begun, in progress, completed).

N/A. Incorporated in the initial project.

3. Acquisition Cost(s) *

Examples of acquisition costs include the purchase of a building, facility, equipment, technology, etc. Please list the acquisition costs associated with the project and list the status of each component of the budget (e.g., not yet begun, in progress, completed).

N/A

4. Construction/Renovation Costs *

Please list the construction and/or renovation costs associated with the project and list the status of each component of the budget (e.g., not yet begun, in progress, completed).

CCSO Apparatus Bay Expansion \$831,060.00 Not Yet Begun

CCSO 3rd Story Fit Up \$288,000.00 Not Yet Begun

5. Other Costs

Please list other costs associated with the project and list the status of each component of the budget (e.g., not yet begun, in progress, completed).

Contingency Fund (10 %) \$111,906.00 Not Yet Begun

Furniture, etc \$269,034.00 Not yet Begun
6. Total Cost of the Project *

Your answer should equal the sum of questions #2 - #6 of this section. The total cost of the project may be more than your request for Congressionally Directed Spending, depending on the scope of the project.

1,500,000.00
7. What other sources of funding has your organization already secured for this project?

Other sources of funding may include federal funding (grants, tax credits), state or local funding, private funding, etc. Please provide other sources of funding the program has already received along with the status of the funding (e.g., application submitted, funding awarded, funding received).

American Rescue Plan Act (ARPA) 1,200,000.00 Funding Received.
8. What other sources of funding is your organization planning to apply to for this project?

Is your organization planning to apply for other sources of funding for this project? If yes, please provide the sources of funding, which may include federal funding (grants, tax credits), state or local funding, private funding, etc. Please list the status of the funding (e.g., planning to submit, application submitted, etc.).

N/A
9. Project Income *

Does the project require income for sustainability? If yes, please list the sources.

N/A
- 10.Match Funding *

Please answer the following questions in your response:

• What is the dollar amount that your organization is contributing toward the request?

• What are the sources of this match contribution (e.g. private funding, federal or state grants, fundraising, etc.)?

• Do you have the match contribution in hand?

• If no, please indicate how your organization plans to obtain a matching contribution toward the project.

N/A
- Section 5. Other
1. If applicable, please list any members of Senator Collins' staff with whom you have discussed this CDS request.

Mr. Halsey Frank

2. Have you submitted this request to other members in the Senate or House for FY26 Consideration? *

Or do you intend to submit this request to other members in the Senate or House for FY26 Consideration? If so, please list their last name(s).

No.

3. Letters of Support Contact Information *

At least **three** letters of support from people from Maine are required for each CDS request. Please upload those letters on the Application Checklist and list the contact information for each letter of support below, including each contact's email address.

Barry A. Tibbetts, Town Manager, 8 School Road, Windham, ME 04062, batibbetts@windhammaine.us

Michael Foley, Town Manager, Henry Pennell Municipal Complex, 24 Main St, Gray Maine 04039, mfoley@graymaine.org

Tashia Pinkham, Town Manager, Standish Town Hall, 175 Northeast Road, Rte 35, Standish, ME 04084, tpinkham@standish.org
- 152

4. Please list all attachments you are submitting with your request *

This should include a list of your letters of support.

Letter of Support-Town of Standish

Letter of Support-Town of Windham

Letter of Support-Town of Gray

Letter of Explanation from Sheriff Kevin Joyce

Photograph of Command Vehicle

Copy of Construction Plan

Section 6. Attestations

- The fiscal year (FY) 2026 federal appropriations process includes opportunities to fund local projects through Congressionally Directed Spending (CDS). This opportunity is only available to nonprofit entities and state, county, and local governments. For-profit entities are **not** eligible for CDS funding. You certify that (1) you have taken this requirement into consideration when preparing your application, and (2) your organization is **not** a for-profit entity.
- This is a highly competitive process, which could take more than a year to complete, and fulfilling all eligibility requirements does not guarantee that funding will be provided through the CDS process. Congress may approve all, some, or none of the funding requested. Submission of an application serves as a commitment on behalf of the applicant that the entity is able to receive and process funding for the stated purpose(s) and in accordance with all applicable laws, rules, and regulations, including (but not limited to) those detailed in this Attestation.
- The *Build America, Buy America Act* requires that any infrastructure projects funded (in whole or in part) with federal assistance use only iron, steel, manufactured products, and construction materials produced in the United States. This requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. You certify that (1) you have taken this requirement into account when determining the amount of funding that you are seeking as part of this request, and (2) you understand that, if your organization is awarded CDS funding for infrastructure projects, you must adhere to *Build America, Buy America Act* requirements in order to accept funds.

- The *National Environmental Policy Act* (NEPA) requires every federal agency to follow a specific planning process to ensure that agency decision-makers and applicants have considered and the general public is fully informed about, with the opportunity to comment on, the environmental consequences of a federally funded action. This review and consultation process is used to evaluate the impact a project and its alternatives may have on the environment. The review process is required for federally financed projects – including CDS awards – to ensure that the proposed project does not have a negative impact on the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users.
 - Not every project is subject to a full environmental review (i.e., every project’s environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with NEPA and other related federal and state environmental laws. For instance, construction or renovation activities are likely to require a higher level of NEPA review than equipment purchases or training activities. You certify that (1) you have taken this requirement into consideration when preparing your application, and (2) you understand that, if your organization is awarded CDS funding, you must adhere to the awarding agency’s NEPA processes and requirements.
- The *National Historic Preservation Act* (NHPA) requires federal agencies to take into account the effects of their undertakings on historic properties. Federal agencies must consult with parties who have an interest in the effects of the undertaking in order to identify the affected historic properties, assess the effect of the undertaking on historic properties, and seek ways to avoid, minimize, or treat any adverse effects on historic properties. You certify that (1) you have taken this requirement into account, and (2) you understand that, if your organization is awarded CDS funding for a project that affects historic properties, you must adhere to the awarding agency’s NHPA processes and requirements.
- Requesting entities must comply with the federal procurement standards from [2 CFR 200.317-327](#). This includes General Procurement Standards ([2 CFR 200.318](#)), Competition ([2 CFR 200.319](#)), and Procurement Methods including procurement transactions being conducted in a manner that provides full and open competition and is consistent with the standards of ([2 CFR 200.320](#)). You certify that, if your organization is awarded CDS funding, you will work with the federal agency administering your award to ensure compliance with all applicable procurement requirements.
- Certain federal programs require matching funds or an applicant contribution from a non-federal source in order to accept CDS funds, if awarded. You certify that (1) you have taken this requirement into account, and (2) you understand that, if your organization is awarded CDS funding through a federal program that requires matching funds, you will have the necessary matching funds on-hand by the time the funds are awarded in order to draw down the CDS funding.
- Some projects may require additional approvals within, or outside of, your organization (e.g., from a city council, state regulator, or board of directors). You certify that you will contact your nearest constituent service center to withdraw your request if a necessary approval is not granted or is revoked at any time while your CDS request remains under consideration.
- FY 2026 starts on October 1, 2025. However, the appropriations bills containing any FY 2026 CDS requests approved by the Appropriations Committee may not be enacted by that time. For instance, FY 2024 started on October 1, 2023, but the FY 2024 appropriations bills were not enacted until March 2024. You certify that you have taken potential delays into account when preparing your request.
- Finally, you certify on behalf of the requesting organization that you acknowledge that submitting a request is not a guarantee of funding. However, if after review of your proposal your project advances through the annual Appropriations Committee process, and legislation is enacted into law appropriating funds for this request your organization will be a responsible steward of taxpayer funding and execute your project in accordance with all applicable requirements to the best of your ability.

1. Certification *

By clicking YES, you are certifying that you have read the above information with regard to Congressionally Directed Spending, and, on behalf of the requesting entity, you certify that you have taken the information into consideration prior to submitting a request for Congressionally Directed Spending. You also certify that your organization’s submission serves as a commitment on behalf of the applicant that the entity is able to receive and process funding for the stated purposes and in accordance with all applicable laws, rules, and regulations

YES



Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 25-038

Agenda Date: 4/22/2025

Agenda Item Request:

Authorize the County Manager to sign the First Amendment to the Lease with Bell Atlantic Mobile Systems d/b/a Verizon.

Background and Purpose of Request:

Requestor: James H. Gailey

Over the last four months I have been working with representatives from Verizon Cellular on their proposed upgrade to their antennas on the County cell tower located at the CCRCC & EMA campus. Since 2014, the County has had a lease arrangement with Verizon's parent company Bell Atlantic.

Verizon would like to upgrade their infrastructure on the County's tower. While this was under review, Verizon found that the County's FAA permit was not correct and that the tower height was 200', not 190' like the permit was issued for. Over the last few months I have been working with Dave Libby, of Litchfield Tower Corporation and Michael Koperwhats, of Integrated Wireless Consulting LLC for the amendment to the County's FAA and FCC permits.

The attached First Amendment Lease has been reviewed by Dave Libby and the County's legal team Jensen Baird. The amending language modifies the equipment to be placed on the tower and also increases the monthly rental fee by \$225.00. The new fee will be \$2,225.00 and will increase annually per contract.

Funding Amount and Source: County Revenue Add'l \$2,700 first year (\$26,700 total)


Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	James H. Gailey
DATE:	April 16, 2025
SUBJECT:	First Amendment to Lease with Bell Atlantic Mobile Systems d/b/a Verizon

Requested Action:

Authorize the County Manager to sign the First Amendment to the Lease with Bell Atlantic Mobile Systems d/b/a Verizon.

Background & Purpose of Request:

Over the last four months I have been working with representatives from Verizon Cellular on their proposed upgrade to their antennas on the County cell tower located at the CCRCC & EMA campus. Since 2014, the County has had a lease arrangement with Verizon's parent company Bell Atlantic.

Verizon would like to upgrade their infrastructure on the County's tower. While this was under review, Verizon found that the County's FAA permit was not correct and that the tower height was 200', not 190' like the permit was issued for. Over the last few months I have been working with Dave Libby, of Litchfield Tower Corporation and Michael Koperwhats, of Integrated Wireless Consulting LLC for the amendment to the County's FAA and FCC permits.

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Funding Amount and Source: County Revenue Add'l \$2,700 first year (\$26,700 total)

Attachments: First Amendment Lease

Agenda Item Number: _____

Date on Agenda: _____

Result

Mover:

Second:

Vote Result:

Chair of Board, Date

FIRST AMENDMENT TO TOWER LEASE AGREEMENT

THIS FIRST AMENDMENT TO TOWER LEASE AGREEMENT (the "First Amendment") is made and shall be effective, as of the last date of the signatures below ("Effective Date"), between COUNTY OF CUMBERLAND, a political subdivision of the State of Maine ("LESSOR") and BELL ATLANTIC MOBILE SYSTEMS, LLC d/b/a Verizon Wireless ("LESSEE"). LESSOR and LESSEE (or their predecessors in interest) entered into that certain Tower Lease Agreement dated February 28, 2014, as may have been previously amended and/or assigned (the "Agreement"), pursuant to which LESSEE is leasing from LESSOR a portion of that certain property located at 22 High Street, Windham, Maine 04062, as more particularly described in the Agreement. LESSOR and LESSEE may be referenced in this First Amendment individually as a "Party" or collectively as the "Parties."

In consideration of the mutual covenants and promises contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. LESSEE shall be allowed to make the equipment additions or removals necessary to configure LESSEE's equipment as shown on Attachment A, attached hereto. For all purposes under the Agreement as amended hereby, the descriptions and specifications of LESSEE's equipment set forth in the Agreement, including, without limitation, any equipment descriptions and specifications with respect to LESSEE's equipment set forth in any schedules, exhibits or attachments to the Agreement, are hereby deleted and replaced with the specifications of LESSEE's equipment described in Attachment A, attached hereto.
2. Effective upon the first day of the month following the date Lessee completes installation of the modifications contemplated under this First Amendment, monthly rent for the current lease year shall be increased by \$225.00 and shall continue to be paid in accordance with the terms and conditions of the Agreement.
3. The notice address for LESSEE in the Agreement is hereby amended as follows:

If to LESSEE: Verizon Wireless

Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

With a copy to:

Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

4. Unless otherwise provided herein, all defined terms shall have the same meaning as ascribed to such terms in the Agreement.

5. In the event of any conflict or inconsistency between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall govern and control.
6. Except as otherwise provided for in this First Amendment, the Agreement shall remain in full force and effect in accordance with the original terms of the Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this First Amendment is effective and entered into as of the date last written below:

LESSOR:

COUNTY OF CUMBERLAND, a political subdivision of the State of Maine

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

BELL ATLANTIC MOBILE SYSTEMS, LLC d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A

EQUIPMENT SPECIFICATIONS

1. TOWER EQUIPMENT

Antennas: Up to 12 Panel antennas at a height of 150' AGL:

Three (3) Samsung MT6413-77A
Six (6) Commscope NHH-65B-R2B

RRHs: 6 Remote Radio Heads with 2 junction boxes at the same height as antennas

Three (3) Samsung Radio B5/B13 RRH ORAN (RF4461d-13A)
Three (3) Samsung Radio B2/B66A RRH ORAN (RF4439d-25A)

Two (2) Surge Protector Junction Boxes

TMA: 3 TMAs at the same height as antennas

Cables: 2 Hybri-flex each measuring 1 5/8" diameter

2. SHELTER AND PROPANE TANK: Up to 12 foot x 30 foot equipment shelter to house LESSEE's transmitters and receivers, batteries and related equipment, together with grounding ring, ice bridge, propane tank on separate pad, and utility lines. LESSEE may install an emergency generator inside its equipment shelter.

3. OTHER: LESSEE may install a GPS antenna on the equipment shelter or ice bridge



Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 25-024

Agenda Date: 3/17/2025

Agenda #:

Agenda Item Request:

Approval of the Community Development 2025 Annual Action Plan including the allocation of CDBG and HOME partnership funds and Authorization of the County Manager to execute all required Certifications, Applications and Documents in conjunction with the submittal of the 2025 Consolidated Annual Action Plan. (Second Reading and Final Public Hearing)

Background and Purpose of Request:

Requestor: Courtney Kemp, Director of Community Development

Two public hearings are held concerning the Annual Action Plan. The 1st hearing is conducted during the March 17 Commissioner's meeting. The 2nd public hearing will be held at the April 22 Commissioner's meeting. The Community Development Annual Action Plan describes the 2025 annual allocation of funds for CDBG projects and activities in Cumberland County and the intended use of the HOME partnership funds.

Final vote by the Commissioners endorsing this plan is scheduled for the April 22, 2025 Commissioners meeting. The 2025 Annual Action Plan will be submitted to HUD no later than 60 days after HUD releases the 2025 formula allocations.

Presentation: Yes

Funding Amount and Source:

100% of the funds for the CDBG and HOME programs come directly from HUD. The Community Development programs should have no fiscal impact on the County's general budget. The 2025 CDBG allocation is estimated to be \$1,544,887.50. The County's portion of the HOME allocation is estimated to be \$325,050.00 plus an additional \$123,766.00 in program income.

Effective Date if Applicable: May 15, 2025

Attachments: 1) Summary of 2025 Annual Action Plan with estimated 2025 CDBG and HOME Budgets, (2) Summary of CDBG projects recommended for funding in PY25 and contingency plans. The full 2025 Annual Action Plan is available to the public and can be found on the County's Community Development Page: cumberlandcountyme.gov/2025AnnualActionPlan


Cumberland County
POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	Courtney Kemp, Community Development Manager
DATE:	3/10/2025
SUBJECT:	2025 Community Development Annual Action Plan

Requested Action:

Approval of the Community Development 2025 Annual Action Plan including the allocation of CDBG and HOME partnership funds and contingency plans.

Background & Purpose of Request:

Two public hearings are held concerning the Annual Action Plan. The 1st hearing will be conducted during the March 17th Commissioner's meeting with the 2nd held at the April 22nd meeting. The Community Development Annual Action Plan describes the 2025 annual allocation of funds for CDBG projects and activities in Cumberland County and the intended use of the HOME partnership funds.

Final vote by the Commissioners endorsing this plan is scheduled for the April 22nd, 2025 Commissioners meeting. The 2025 Annual Action Plan will be submitted to HUD no later than 60 days after HUD releases the 2025 formula allocations.

Funding Amount and Source:

100% of the funds for the CDBG and HOME programs come directly from HUD. The Community Development programs should have no fiscal impact on the County's general budget. The 2025 CDBG allocation is estimated to be \$1,544,887.50. The County's portion of the HOME allocation is estimated to be \$325,050.00 plus an additional \$123,766.00 in program income.

Effective Date:

May 15, 2025

Attachments:

(1) Summary of 2025 Annual Action Plan with estimated 2025 CDBG and HOME Budgets, (2) Summary of CDBG projects recommended for funding in PY25 and contingency plans. The full 2025 Annual Action Plan is available to the public and can be found on the County's Community Development Page: cumberlandcountyme.gov/2025AnnualActionPlan



CUMBERLAND COUNTY COMMISSIONERS

STAFF REPORT

From: Courtney Kemp, Community Development Manager
Date: March 10, 2025
Subject: 2025 Annual Action Plan Including the CDBG & HOME Funding Budgets

Two public hearings will be held on the use of Community Development Block Grant (CDBG) funds for 2025: March 17th and April 22nd. A final vote by the Commissioners endorsing the 2025 Annual Action Plan is scheduled for the April 22nd meeting. The Annual Action Plan will be submitted to HUD on May 15th or 60 days after the County receives our 2025 formula allocation from HUD.

The purpose of this report is to:

1. Identify expected CDBG and HOME grant funds for 2025
2. Review the application process for selecting CDBG projects
3. Familiarize you with the projects and programs recommended for funding

Available Grant Funds for 2025

HUD has not released the 2025 Formula Allocations for CPD Programs, including CDBG and HOME. This has happened in past years as well. Per guidance from HUD, we are moving forward using our expected allocation of level funding with a contingency plan for more or less funding than expected.

CDBG Allocation: ***Cumberland County is expected to receive \$1,543,932***

The total allocation is divided into four components:

- | | |
|---|------------------|
| 1. <u>Total Administrative Costs:</u> | \$307,000 |
| County Administration | \$ 205,000 |
| South Portland Administration | \$ 65,000 |
| Bridgton Administration | \$ 37,000 |
| 2. <u>County Community & Regional Grants:</u> | \$727,807 |
| 3. <u>Town of Bridgton Activities:</u> | \$163,000 |
| 4. <u>City of South Portland Activities:</u> | \$353,945 |

I. Accepting and Selecting Applications

The process for selecting the "County" (not South Portland or Bridgton) applications for 2025:

- Applications distributed November 12, 2024
- Application workshop November 26, 2024

Cumberland County

- Pre-applications submitted by December 12, 2024
- Final applications submitted January 16, 2024

Following submission, applications were distributed to the Application Review Team. Team members were: Daniel Stevenson – Chair (Westbrook); Matt Sturgis (Cumberland); Kathy Tombarelli (Naples); Tori Hill (Yarmouth); Hailey Richardson (Bridgton); Josh Reny (South Portland) and Zach Mosher (Standish)

Team members reviewed the applications and assigned scores based upon established criteria. Applicants met with the review team on March 5th to briefly present their projects and answer questions.

CDBG Program Applications

Project description – 10 points

Project management – 10 points

Implementation schedule – 5 points

Readiness to proceed – 20 points

Need for the project – 20 points

Need for CDBG funds – 15 points

Budget – 5 points

Distress score – 0-10 points

Multi-jurisdictional bonus – 5 points

Raw scores were totaled and converted to group ordinal rankings. The results of the collective rank order of applications became the basis for the allocation of funds.

II. Projects, Programs & Activities Recommended for Funding

The Municipal Oversight Committee (MOC) recommends 6 grants for funding to the County Commissioners. Of these, three are region-wide activities and three are community-based projects.

Regional vs. community projects:

Regional projects: \$ 281,229

Community projects: \$ 446,578

Funding by project type:

Public Services \$ 135,000

Public Facilities & Infrastructure \$ 342,807

Housing \$ 250,000

County Administration \$ 205,000



Project & Funding Recommendations

Public Services

County-wide Through These Doors- DV Outreach Advocacy Services

\$ 31,229

Through These Doors (TTD), the local domestic violence resource center serving Cumberland County is requesting funding for the Domestic Violence Outreach Advocacy Services program. The funds would support a .5FTE advocate position to provide advocacy and support services to individuals and their families who are experiencing domestic violence, dating violence, sex trafficking, and/or stalking within their intimate partner relationships. This program would extend support services to all communities in Cumberland County (except for Bridgton, Brunswick, Portland, and South Portland).

Through These Doors would offer free and confidential advocacy and support services such as access to support groups (online and in-person), 24-hr helpline, residential services, assistance navigating the civil and criminal justice system including helping filing protection from abuse orders, safety planning, and warm referrals to other community resources. An additional priority would be to assist survivors and their children stay safely housed by working with other community resources, housing assistance programs, and other grant/foundation resources. All these services provided by advocates would help individuals build the supportive resources needed in creating a safe, suitable livable environment.

Each year, the Greater Portland Outreach Site office provides advocacy and support services to approximately 600+ individuals and families. The advocate based in the Greater Portland Site office would provide advocacy and support services to 200+ individuals throughout Cumberland County during this grant cycle. In addition, the advocate would participate in answering daytime helpline calls 2-3x a month, assist people in filing protection orders, attend protection from abuse/harassment hearings to support survivors, safety plan and continue to build larger support networks for individuals accessing our services.

Westbrook/Windham - My Place Teen Center

\$ 103,771

The Improving Outcomes for Youth program (IOY) is for at-risk youth from Westbrook and Windham ages 10-18 who will gain competency and trust in school as an academic success pathway and avoid high-risk activities such as substance use and behaviors resulting in teen pregnancy. Participants will increase their knowledge, skills, and attitudes regarding mental health wellness, managing difficult emotions, job and life skills, leadership scaffolding, financial literacy, adequate nutrition, proper hygiene, and exercise. My Place Teen Center staff and volunteers will manage the IOY curriculum. For new Mainers (immigrants and refugees), primarily, social-emotional development projects concentrate on issues surrounding acculturation to their new surroundings, avoiding harmful behaviors while maintaining and honoring traditional values. All subjects will focus on English fluency.

The overarching IOY goal is to provide safe, structured places for youth and young adults with low economic resources to develop resiliency, hope, and opportunities for positive life-learning and academic-enriching experiences. Research on high-quality, out-of-school time programming indicates that critical ingredients are positive adult relationships, active learning, inquiry-based approaches, and participant choice.

Cumberland County

Housing

County-Wide Habitat for Humanity- Home Repair Program \$ 150,000

Habitat offers health and safety repairs to local homeowners (all of whom make less than 80% of AMI) who wouldn't be able to afford said repairs on their own. With an extremely tight housing market in Cumberland County, these repairs that allow low/moderate income homeowners to remain in their homes is more critical than ever. They are expecting to repair 36 homes next year. At minimal to no cost for the homeowner.

County-Wide Alpha One – Critical Access Ramp Program \$ 100,00

Alpha One in entering their 16 year of operating this program. The program installs critical ADA access ramps at the homes of handicapped or elderly Cumberland County residents who otherwise would be severely hindered from, or unable to, leave their homes.

Public Facilities & Infrastructure

Freeport/Westbrook/Yarmouth – Childcare Job Creation \$ 302,807

United 4 Child Care (U4CC) is collaborating with local businesses and the property owners of 2 Stonewood Drive in Freeport to address the urgent child care accessibility and affordability challenges faced by workers in Freeport and throughout Southern Maine, especially those who are asset-limited, income-constrained, and employed (ALICE), by developing a 10,065 square foot childcare center in an accessible location on U.S. Route I that will employ approximately 18 childcare providers and serve approximately 100 children, with 50 slots reserved for families who fit the low-to-moderate (LMI) definition.

The Town of Freeport seeks an Economic Development Community Development Block Grant (CDBG) grant to support the development team's conversion of long-vacant office space to a highly impactful use. The Freeport facility's new childcare positions will pay above the typical wages of similar positions in the region, while remaining within the LMI wage definition. The project not only creates quality employment opportunities, but will also enable 50 LMI families to access high-quality childcare at subsidized rates, doubling this project's unique impact. In addition, the requested CDBG dollars will be matched at least two-to-one by the development team.

Town of Windham – Forbes Lane Neighborhood Park \$ 40,000

The Town of Windham is seeking CDBG funds for the proposed project developing a neighborhood park on a 1.33-acre parcel of land purchased by the town in 2021. This parcel has been known locally as "the path," which served as a connection between two housing developments. The town is proposing to provide additional recreational amenities at this location to serve the residents in this area of Windham. Establishing connectivity in these neighborhoods through development of a trail suitable for walking and biking would be one key component of this project. Additionally, proposed are picnic tables, benches and a small neighborhood scale play area to be incorporated into the park plan. The picnic pavilion will be available to be reserved for use, which has been a practice in other Windham facilities. Access to a storage shed on the property will be provided through a combination keypad so that those so that those reserving the pavilion can utilize lawn games for their gathering.

Cumberland County

Bridgton & South Portland Programs

The program and activities conducted in the two set-aside communities of Bridgton and South Portland are integral components of the Cumberland County Community Development program. While not participants in the County application competition, their projects, activities, funds, planning, administration and regulatory compliance are integrated with the County's program.

Town of Bridgton:

2024 Set-Aside Allocation **\$192,180**

The Bridgton Board of Selectman held a public hearing on March 11th on the following funding recommendations from Bridgton's Community Development Advisory Committee. Once all public comment was received, the Bridgton Board of Selectmen approved the budget and contingency plan as recommended.

Public Facilities/Infrastructure **\$125,000**

Ham Complex Playground	\$ 125,000
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Public Services **\$ 30,180**

Community Center Navigator Program	\$ 17,680
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Bridgton Food Pantry	\$ 12,500
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Admin and Planning **\$ 37,000**

Program Administration	\$ 37,000
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City of South Portland:

2024 Set-Aside Allocation **\$423,936**

The City of South Portland continues to operate their CDBG program much as they did prior to relinquishing HUD Entitlement status in 2007. Coordination between South Portland and the County, particularly on administrative matters occurs on a regular and on-going basis. Sara Fleurant serves as the Community Development Coordinator in both Cumberland County and South Portland. South Portland finalized its selection of CDBG funded programs, projects and activities at their City Council meeting on March 4, 2025

Public Facilities/Infrastructure **\$198,445**

Pleasantdale Playground	\$ 198,445
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Port Resources Housing Rehab	\$ 22,500
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Public Services **\$63,000**

TTD- Domestic Violence Outreach Support Services	\$ 15,000
GPFP- Housing Stabilization Program	\$ 25,000
SMAA – Meals on Wheels	\$ 25,000

Admin and Planning **\$ 65,000**

Program Administration	\$ 65,000
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HOME Program Consortium

All the communities of Cumberland County including Portland, Brunswick and the 25 members of our Community Development program have formed the City of Portland/Cumberland County HOME Consortium. Portland serves as the lead entity for the Consortium. All administrative and program delivery services are conducted by the City

Unlike CDBG, HOME funds can only be used for four types housing activities: housing rehabilitation, home ownership assistance, tenant based rental assistance and new construction of rental or ownership housing. Cumberland County uses 100% of our portion of the allocation for affordable housing development, our funds are used as leverage when affordable housing developers seek LIHTC and other funding sources. This year the County has \$123,766 in program income to add to the 2025 formula allocation of HOME funds.

2025 funds	\$ 325,050
Program Income	\$ 123,766
Total Available in 2025:	\$ 448,816

Program Year 2025 CDBG Annual Action Plan Summary

Grantee	Activity	Request	Recommendations
Public Infrastructure & Facilities		\$	666,252.00
Freeport/Yarmouth/Westbrook	Childcare Job Creation	\$ 456,431.00	\$ 302,807.00
Town of Windham	Forbes Lane Neighborhood Park	\$ 40,000.00	\$ 40,000.00
City of South Portland-Parks and Rec	Pleasantdale Playground	\$ 198,445.50	\$ 198,445.00
Bridgton	Ham Complex Playground	\$ 125,000.00	\$ 125,000.00
Housing		\$	342,500.00
Cumberland County	Habitat for Humanity - Critical Home Repair	\$ 180,000.00	\$ 150,000.00
Cumberland County	Alpha One Critical Access Ramp Program	\$ 125,000.00	\$ 100,000.00
South Portland	South Portland Housing Authority Landray Heights	\$ 70,000.00	\$ 70,000.00
South Portland	Port Resources Housing Rehab	\$ 22,500.00	\$ 22,500.00
Public Service		\$	228,180.00
Westbrook/Windham	My Place Teen Center	\$ 135,000.00	\$ 103,771.00
Cumberland County	TDD Domestic Violence Outreach Advocate Services	\$ 31,229.00	\$ 31,229.00
South Portland	GPFP Homeless Prevention	\$ 25,000.00	\$ 25,000.00
South Portland	TTD DV Advocacy Support Services	\$ 15,000.00	\$ 15,000.00
South Portland	SMAA- Meals on Wheels	\$ 25,000.00	\$ 23,000.00
Bridgton	Community Center Navigator Program	\$ 17,680.00	\$ 17,680.00
Bridgton	Food Pantry	\$ 12,500.00	\$ 12,500.00
Program Administration		\$	307,000.00
Bridgton	Administration	\$ 40,000.00	\$ 37,000.00
South Portland	Administration	\$ 65,000.00	\$ 65,000.00
County	Administration	\$ 205,000.00	\$ 205,000.00
Total Recommended for Funding:		\$	1,543,932.00
Estimated Formula Allocation:		\$	1,543,932.00
South Portland Allocation		\$	418,945.00
County Allocation		\$	932,807.00
Bridgton Allocation		\$	192,180.00



Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 25-039

Agenda Date: 4/22/2025

Agenda Item Request:

Adopting a 12.5% Indirect Rate for Cumberland County.

Background and Purpose of Request:

Requestor: James H. Gailey

The County's emphasis over the past few years has been to explore outside funding in support of regional service delivery. This is a Commissioner Strategic Goal. Of course, some departments are better setup for this than others. The County has been successful over the past few years in obtaining small to large grants. Historically, the County never instituted an Indirect Rate when it came to grants. This was probably due to the limited number of grants the County received and found that they could cover the administrative costs through the General Fund budget.

Indirect costs are expenses that are not directly tied to a specific project, product or service, but are necessary for the overall operation of an organization, such as rent, utilities, insurances, facility maintenance, supplies and salaries.

With the success of the last few years, staff have included a 12.5% indirect rate to the last couple of grants to begin to cover the costs associated with administering these grants. Grants, especially when receiving a number of them, can add significant oversight not only in the department who wrote the grant, but Finance, Human Resource, Facilities and Executive.

The County has the opportunity to have a rate between 10 and 15% without needing review and rate approval of the federal government. Staff weighed the option of 15%, but landed mid-range as every dollar directed towards indirect costs takes away from providing a service. We felt 12.5% would cover County costs, while striking a balance with providing a service.

Staff are bringing this item forward for Commissioner formal approval for setting the County Indirect Rate of 12.5%.


Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	James H. Gailey
DATE:	April 22, 2025
SUBJECT:	Setting an Indirect Rate Cumberland County

Requested Action:

Authorize the County Manager to set the County's Indirect Rate at 12.5%.

Background & Purpose of Request:

The County's emphasis over the past few years has been to explore outside funding in support of regional service delivery. This is a Commissioner Strategic Goal. Of course, some departments are better setup for this than others. The County has been successful over the past few years in obtaining small to large grants. Historically, the County never instituted an Indirect Rate when it came to grants. This was probably due to the limited number of grants the County received and found that they could cover the administrative costs through the General Fund budget.

Indirect costs are expenses that are not directly tied to a specific project, product or service, but are necessary for the overall operation of an organization, such as rent, utilities, insurances, facility maintenance, supplies and salaries.

With the success of the last few years, staff have included a 12.5% indirect rate to the last couple of grants to begin to cover the costs associated with administering these grants. Grants, especially when receiving a number of them, can add significant oversight not only in the department who wrote the grant, but Finance, Human Resource, Facilities and Executive.

The County has the opportunity to have a rate between 10 and 15% without needing review and rate approval of the federal government.

Staff are bringing this item forward for Commissioner formal approval for setting the County Indirect Rate of 12.5%.

Funding Amount and Source: Various

Attachments: None

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

Agenda Item Number:_____

Date on Agenda:_____

Result

Mover:

Second:

Vote Tally:

Vote Result:

Roll Call Vote if Meeting Remotely:

Chair of Board, Date



Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 25-040

Agenda Date: 4/22/2025

Agenda Item Request:

Proclaim the week of May 4 -10, 2025 as National Correction Officer Week in Cumberland County.

Background and Purpose of Request:

Annually the County Commissioner recognize the work of the County Correction Officers through a Proclamation focused on National Correction Officer Week.

Cumberland County Commissioners

142 Federal Street, Portland, Maine 04101

207-871-8380 • cumberlandcounty.org



**District One Jean-Marie Caterina • District Two Thomas Tyler • District Three Stephen Gorden
District Four Patricia Smith • District Five James Cloutier**

PROCLAMATION
National Correctional Officer Week
May 4 - 10, 2025

WHEREAS, correctional officers are trained law enforcement professionals dedicated to maintaining safe correctional facilities and ensuring the public safety; and

WHEREAS, correctional facilities across the U.S., are run by highly qualified and experienced individuals with a deep understanding of the challenges within the profession; and

WHEREAS, correctional officers and employees are responsible for the custody, care and rehabilitation of thousands of offenders every year, as well as the maintenance of safe and secure facilities; and

WHEREAS, correctional officers and employees are resourceful, capable, committed, patient and persistent professionals in criminal justice; and

WHEREAS, correctional officers and employees serve admirably in many different capacities, including jail administrators, chaplains, nurses, supervisors, social workers, teachers, managers and directors; and

WHEREAS, correctional officers and employees, mentor, counsel and treat offenders; and

WHEREAS, correctional officers and employees provide offenders with direction, while assisting with reentry and life outside corrections; and

WHEREAS, correctional officers and employees rise to meet any challenge and serve this honorable profession nobly and admirably;

WHEREAS, the dedicated men and woman of the Cumberland County Jail have displayed a high level of commitment and dedication to the County and its inmates over the last year, assuming new and greater responsibilities, taking on additional shifts and supporting the numerous new hires in their role; and now

THEREFORE, BE IT RESOLVED, the County Commissioners of the County of Cumberland declares the week of May 4 through 10, 2025 to be National Correction Officer Week in Cumberland County, Maine, in honor of the men and women who deserve recognition for their service and the exceptional performance of their duties under difficult circumstances.

Signed this 22nd day of April, 2025

Jean-Marie Caterina
District One

Thomas Tyler
District Two

Stephen F. Gorden
Chair - District Three

Patricia Smith
Vice Chair District Four

James F. Cloutier
District Five



Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 25-041

Agenda Date: 4/22/2025

Agenda Item Request:

Proclaim the week of May 11-17, 2025 as National Law Enforcement Week in Cumberland County.

Background and Purpose of Request:

Annually the County Commissioners bring forth a Proclamation recognizing the individuals of the County's Law Enforcement Division.

PROCLAMATION
National Law Enforcement Week
May 11 - 17, 2025

To recognize National Law Enforcement Week 2025 and to honor the service and sacrifice of those law enforcement officers who protect our communities and safeguarding our democracy.

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Cumberland County Sheriff's Department;

WHEREAS, across the country, citizens take the lead to demonstrate support on National Law Enforcement Week.

WHEREAS, Law Enforcement Officers of every rank and file have chosen a profession that puts their life on the line every day for their communities/counties. They answer the call to public service that is demanding and often unappreciated. On National Law Enforcement Week, we have an opportunity to thank them for their service.

WHEREAS, the Cumberland County Sheriff's Department has been accredited since 2015 and most recently received the "Triple Crown" Award from the National Sheriff's Association for being nationally accredited in Law Enforcement, Corrections and Inmate Healthcare;

WHEREAS, Seventy-five dedicated individuals make-up the Sheriff's Department, giving their service to the citizens of Cumberland County 24 hours a day, 365 days a year;

WHEREAS, a total of 38,864 calls for service were responded to during 2024, calls ranging from routine traffic stops, criminal mischief, domestic violence altercations, drug overdose or attempted murder/murder among many others;

WHEREAS, the Cumberland County Sheriff's Department goes to great efforts to be a community partner by offering services like National Drug Take Back Day, National Night Out, consumer fraud awareness, senior awareness programs and Coffee with a Cop.

THEREFORE, BE IT RESOLVED that Cumberland County Commissioners will observe May 11 - 17, 2025, as National Law Enforcement Week in Cumberland County, and publicly salutes the 75 employees of the Cumberland County Sheriff's Department and thanks them for all they do for public safety in our County.

Signed this 22nd day of April, 2025

Jean-Marie Caterina
District One

Thomas Tyler
District Two

Stephen F. Gorden
Chair - District Three

Patricia Smith
Vice Chair District Four

James F. Cloutier
District Five



Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 25-042

Agenda Date: 4/22/2025

Request For Agenda Item:

To enter into executive session Title 1 M.R.S.A. §405(6)(D) for the discussion regarding the Lease Agreement between Power Play, LLC and Cumberland County.

Background and Purpose of Request:

Update the County Commissioner's regarding the negotiations between Power Play, LLC, owners of the Maine Mariner Hockey team.