Cumberland County

142 Federal St Portland, ME 04101

Cumberland County

Agenda - Final-Amended

Monday, March 17, 2025

6:00 PM

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

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 25-007 Approval of the minutes, March 3, 2025, executive session of the Board of

Commissioners

Attachments: 2025.03.03 Workshop Minutes - Draft

CD 25-008 Approval of the minutes, February 18, 2025 meeting of the Board of

Commissioners

Attachments: 2025.02.18 BOCC Meeting Minutes - Draft

Approved as Amended - 01.06.2025 Minutes Correction

INFORMATIONAL REPORT/PRESENTATIONS

CD 25-009 2024 4th Quarter Newsletter Communications Department

Attachments: 2024 4th Quarter Regional Communications Center Quarterly

Newsletter

CD 25-010 Introduction Chair of Maine County Commissioners Andre Cushing, County

Commissioner of Penobscot County

COMMENTS FROM THE PUBLIC

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

CONSENT AGENDA

25-018 Authorize the County Manager to sign the Regional Assessing 3-year contract

with the Town of Casco.

Attachments: Signed Casco 3 year Assessing Contract 2025-2028

25-019 Authorize the County Manager to sign the Regional Assessing 3-year contract

with the Town of North Yarmouth.

Attachments: Signed North Yarmouth 3 Year Contract - 2025-2058 -County

Assessing

<u>25-020</u> Approval of the Sheriff Office Commissions January through February 2025

Attachments: Sheriff Commissions Jan - Feb 2025

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.

Attachments: PP on MEHAF SIIR 2025

Memo on MEHAF SIIRG 2025

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

Attachments: PP - SUD Assistance Program RFA 2025

RFA 202502027 Substance Use Disorder Assistance

Program Final (1)

Memo to Grants Committee on SUD Assistance Program RFA

<u>2025</u>

ARPA BUSINESS

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.

Attachments: Memo - Request for Transfer of Contingency Funds

2025.03 CONTINGENCY FUND BALANCE STATEMENT

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.

Attachments: PP - Fire Station and ARPA Sewer

2025 March MOA for Windham Fire Station

NEW BUSINESS

REV 25-05

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).

Attachments: PP - Opportunity Alliance Crisis Response Position

CCSO TOA Draft MOU (002)-signed SM 2023 Mental Health Related Calls for Service 2024 Mental Health Related Calls for Service

Analysis of Mental Health Response Data - 2023 - 2024

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.

Attachments: 2025 - Position Paper - CDBG

CDBG Staff Report - 3.10.2025

2025 AAP Goals

25-025

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

Attachments: Telecommunicators Week April 2025

25-026

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

Attachments: Proclamation Community Development Week 2025

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.

Attachments: PP - Executive Session - March 17, 2025

COMMENTS FROM THE EXECUTIVE STAFF

COMMENTS FROM THE COUNTY MANAGER

^{*} Title and Attachments Updated

COMMENTS FROM THE COUNTY COMMISSIONERS

Next Meeting: Tuesday, April 22, 2025

ADJOURNMENT



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: CD 25-007 **Agenda Date:** 3/17/2025

Title:

Approval of the minutes, March 3, 2025, executive session of the Board of Commissioners

Background and Purpose of Request:

Review and approve the attached minutes.

Staff Contact: Katharine Cahoon, Executive Dept



Cumberland County Commissioner Workshop

Meeting Minutes - Draft

Meeting Location: Feeney Conference Room

Monday, March 3, 2025 5:30 PM

County Courthouse 205 Newbury St Portland, ME 04101

CALL TO ORDER

The Board of Commissioners started the workshop at 5:30 pm, called to order by Vice Chair Patricia Smith.

Chair Gorden arrived at 5:45 pm.

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 25-03 Update the Commissioners on the status of the County's federal funding.

This Workshop Document was DISCUSSED.

REV 25-04

Executive Session Title 1 M.R.S.A. §405(6)(D) Discussion of labor contracts updating the Commissioners on the status of the negotiations with Teamsters Union Local 340 Law Enforcement, Teamsters Union Local 340 Jail Supervisors, National Correctional Employees Union Local 110 and Cumberland County Communications Association.

Time Into Executive Session:

5:51 pm

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

Yes:

 Chair Gorden, Vice Chair Smith, Commissioner Cloutier, Commissioner Caterina and Commissioner Tyler

No: 0

Time Out of Executive Session: 6:15 pm

A motion was made by Commissioner Cloutier, 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 25-008 Agenda Date: 3/17/2025

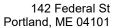
Title:

Approval of the minutes, February 18, 2025 meeting of the Board of Commissioners

Background and Purpose of Request:

Review and approve the attached minutes.

Staff Contact: Katharine Cahoon, Executive Dept





Cumberland County

Board of Commissioners

Meeting Minutes - Action Results

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

Tuesday, February 18, 2025

5:30 PM

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

CALL TO ORDER

The Board of Commissioners met for their regularly scheduled meeting at the Cumberland County Courthouse in the Peter Feeney Conference Room, the meeting was called to Order by Chair Stephen Gorden at 5:33pm.

ATTENDANCE

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
Don Goulet, Labor Relations Specialist, Human Resources

Present: 4 - Chair Stephen Gorden, Vice Chair Patricia Smith, Commissioner James

Cloutier, and Commissioner Jean-Marie Caterina

Excused: 1 - Commissioner Tom Tyler

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

CD 25-002 Approval of the minutes, February 3, 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.

CD 25-003 Approval of the minutes, January 6, 2025, meeting of the Board of

Commissioners

Commissioner Cloutier requested that the Minutes of January 6, 2025 be amended so that the original text, "Commissioner Cloutier commented that he had seen the City of Portland Chief of Police participate in mass arrests in Portland." be changed to, "Commissioner Cloutier commented that he had seen the City of Portland Chief of Police prohibit Portland Police participation in mass arrests conducted by ICE in Portland."

The amendment request has been attached to these minutes.

Commissioner Cloutier stated that the Police Chief Mike Chitwood was against the idea of local law enforcement administering Federal Immigration law practices. Commissioner Cloutier commented that he recalled what Mike Chitwood had said because he observed the current Sheriff delivered a similar message at the previous meeting.

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

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

Commissioner Caterina

No: 0

Excused: 1 - Commissioner Tyler

INFORMATIONAL REPORT/PRESENTATIONS

CD 25-004 Information Presentation - Facilities Department

Director of Facilities Bill Trufant presented a power point overview of the Facilities Department. Facilities Director Trufant explained that the goal of the Facilities Department is to create a safe and positive experience for visitors, provide a suitable workplace for County and State Courthouse employees, maintain existing buildings and infrastructure, and maintain county fleet vehicles for Sheriff's Office and other staff employees. Director Trufant gave an overview of Facilities Department staff and services which include the Facilities Division, Electrical Division, and Fleet Services. Director Trufant explained each Division's allocation of staff and resources to County locations such as the County and State Courthouse, Newbury Street Parking Garage, Sheriff Department, County Jail, Windham Emergency Management Agency, 27 Northport Admin Building, and the Cross Insurance Arena.

Commissioner Smith commented that one full time staff member overseeing 150 vehicles for the Sheriff's Department is a lot of oversight for just one person. Director Trufant agreed and explained that there is currently a vacancy for another fleet technician position. He explained that the vehicles are rotated and are not worked on all at once. Commissioner Smith replied that she was glad to hear that the vehicles are being maintained and prolonged since so much county money is invested in them. Commissioner Smith asked Facilities Director Trufant if he uses software to track assets, he explained that they are using spreadsheets for tracking purposes but they are limited. He added that the asset software they're hoping to purchase is an agenda item tonight.

Commissioner Cloutier asked the total number of employees in the Facilities Department, Director Trufant estimated 26 employees. Director Trufant explained that there is a lot of space to cover and that he is fortunate to have a mix of new and existing employees that can learn from each other.

Commissioner Caterina thanked Director Trufant for his presentation and

operation of his department.

This Presentation was RECEIVED AND FILED.

CD 25-005

Informational Report Finance Department Fiscal Year 2025 Quarter 2 Budget Report

Finance Director Theresa Grover stated that the County Budget was on track for the second quarter, half way through the fiscal year. She noted that IT is a little over due to the cost of their subscriptions.

Commissioner Smith asked if anything jumped out as a trend, Director Grover noted that cleaning expenses and Probate Fees are a little higher than usual. Commissioner Smith asked what some of the anticipated fees would be related to the utilities as the County moves to a new building. She added that she wanted staff to be aware as utility costs increase and will follow up in the next quarter, Deputy Assistant Manager Alex Kimball stated that costs are being monitored and will know more when they enter the third quarter of the fiscal year.

This Report was RECEIVED AND FILED.

CD 25-006

Informational Report - United Way Investment Report 2023-2024

This Report was RECEIVED AND FILED.

Chair Gorden asked Human Resources Director Amy Jennings to provide an update on staffing.

HR Director Jennings stated there are 20 non-union positions open, the retention rate is good for the non-union. Patrol 4 deputies hired, the CAD captain is being hired. In Dispatch there are 2 openings and there is a good retention rate. In the Jail, 70 corrections officers of the funded 86 positions, 57 applicants that are in process, 11 are in physical stages and that is 80% hiring in that stage and remainder are in polygraph and background, 8 applied over the three day weekend and 14 additional candidates are being interviewed. There is usually a drop off in the beginning of year but she has not seen that hiring drop this year.

Commissioner Smith asked if there was anything that could be attributed to the success in hiring, HR Director Jennings cited the software application Jazz HR, marketing outreach with radio and refreshing job boards, and computer target ads. Commissioner Smith asked what the retention rates are nationally for the different hiring areas, she explained she's curious to know where the County is.

HR Director Jennings stated the county hired 80 people in 2023 and 100 people in 2024 which reflects some turnover. Commissioner Caterina echoed Commissioner Smith's request for retention rates and that she wanted to know how the salaries compared, HR Director Jennings stated that information could be provided.

Commissioner Cloutier confirmed that 70 of the funded 86 positions are filled, as it's 8 months through the fiscal year, is that typical? HR Director Jennings confirmed that that number stays fairly constant. Over the last year there has been significant turnover at the Jail and it's new hires and existing hires. Since 2022, 84 correctional officers have been hired of which 38 have resigned or terminated, almost half. Prior to Covid around 2020 to date, an additional 80 correctional Officers separate from Cumberland County for a total of 118 correctional officers that have departed from the county.

Commissioner Cloutier asked if there were 16 unfilled vacancies, is there a reluctance to recruit people to the funded levels. County Manager Gailey stated that the budget on the agenda proposes to increase the funded positions adding 9 positions for a total of 95 funded positions. Commissioner Cloutier confirmed that they were still unable to fund all of the 86 funded positions, County Manager Gailey confirmed that was correct.

Commissioner Caterina asked about the reasons for leaving, HR Director Jennings explained that information gathered from exit interviews to address turnover because there are a lot of resources from facilities, HR, and IT to train and orient new hires. Some of the reasons cited include work load and worklife balance, new hires who left also said they were leaving for positions with less pay to achieve worklife balance. Other reasons included lack of training, inability to change schedules, work culture, lack of communication, lack of updated policies, relies on rumor mill for information, lack of advancement, high cost of living and closer to family. Commissioner Caterina summarized that if those issues could be addressed, it could help staff retention rates and possibly reduce holdovers. Chair Gorden thanked HR Director Jennings for her time and efforts.

COMMENTS FROM THE PUBLIC

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

William Doyle, NCEU Director, former elected official, sympathized with challenges of budget and needs of staff. Since 2011 the NCEU represents the correctional officers. He stated that the NCEU sent a letter in 2023 opposing the unfunded positions, the current proposed budget continues to have 48 unfunded positions but this may have changed in light of new information. Bargaining Unit Members deserve a better work life balance, and the exit survey does not include rate of pay as a question. He noted that there was a riot in New York and Massachusetts which created an estimated \$1million in damage. It's easy to blame Covid for staffing shortages but they existed prior to Covid. On behalf of the taxpayers, our members, and their families, he asked when the County Commissioners would be concerned with the safety and the security of the staff of the jail.

Giovanna Peruzzi, representative of NCEU, has reached out to management multiple times without a response regarding the situation at the jail. She emphasized the jail is understaffed and it is creating a dangerous situation and operating with a fraction of the staff it needs to function safely. There is a lack of progress to alleviate the staffing crisis despite the multitude of ways the NCEU has attempted to engage with the county. She has been told there are new hires in the pipeline and the HR Department is recruiting people but a pipeline of new hires does nothing to help if there's a parallel pipeline of seasoned correctional officers flowing out the back door. She stated she is no stranger to incarceration and it's ugly and scary no one wants to acknowledge what goes on in jails or think about the staff until something goes wrong. She emphasized that without correctional officers as the backbone of a lawful Society, there cannot be Law and Order in your community without a place to house and hopefully rehabilitate those who break society's laws. Ms. Peruzzi asked the Board of Commissioners to safely staff the facility and stop balancing the budget on the backs of the members.

Cody Belyea, Vice President of Jail Union, stated the Knox County Correctional Officers receive \$1.50 more and there are about 35 to 40 inmates in their jail. Cody read an email describing staffing levels, the late shift is below staffing levels that are considered safe, a supervisor is roving to give hospital detail breaks, intake is running below minimum, staffing while also giving breaks to the SHU which is also below minimum staffing. He stated that intake is fully open and accepting all arrests, one officer is handling checks, booking, and processing. There is no additional support if something happens. He appreciates the hiring efforts, but when stuck on shift for 16 hours on the weekends, staff deserves to

feel safe when coming to work. He spoke with lieutenants and asked how to operate tonight, they responded that they were told to give a call if anything happens. He asked, isn't that what we are doing now? We are calling and telling you that these Staffing levels are low. If the lieutenants were to call when something happens, it may be too late. His Corrections Captain has told him to call Portland PD who will be expected to assist with responses. Multiple new hires are missing family events because of low staffing. Chair Gorden thank Cody for his comments.

Bill Lawson, Cumberland County employee, at the jail for 28 plus years. The last 5 years have been very tiring and it hasn't stopped two plus forced overs a week. 5 years ago Sheriff Joyce gave an interview to Channel 6 and stated that it becomes less safe when you force people to work over. It is true, they're lucky they haven't had any more serious incidents happen. Last week they were told if you don't already have approved time off this summer then no time will be allowed. He believes he has earned the right to have five weeks off a year, and to not allow staff any summer vacation is wrong. He and other staff have warned that there's a shortage of qualified commissioned officers that are gun carriers to work transports and Hospital details. Because of the never-ending forced overtime, more give up their status as armed officers because there is more risk and little incentive to continue. They have been limping along the past year and a half, but it's critical to bolster the ranks with trained individuals since a number of officers are out. With no replacements available, now is the time for a tangible incentive to draw in and retain commissioned officers. There is a lack of trained armed officers and recruiting better quality trainees could be accomplished with a substantial raise. Standards and morale have dropped and there is little accountability as the retention of new people is more important than work quality and following the rules. Chair Gorden thanked William for his comments.

Robert Ryder, Cumberland County employee, employed for 34 years. He stated that he felt that the Board of Commissioners were not paying attention. He urged the Board to invest in the staff, stating that they make the place work and always make it work no matter how many staff they have. He noted that many employees are leaving to take jobs that allow them to be home. He has not left because he is invested in his career and retirement. He noted that new hires are under prepared for the culture and the amount of time they will be away from home. He volunteers to work and work a Monday and a Wednesday so that he can be safe and drive home safely. He highlighted concerns about professionalism and missing important family events as a result of being unable to take time off. He stressed that everyone should be treated with respect. Chair Gorden reminded Mr. Ryder that he was beyond his 3 minutes, Mr. Ryder continued to speak, Chair Gorden asked him to let someone else speak. Mr. Ryder relented and apologized to the Board of Commissioners.

Scott Gibbons, Cumberland County employee of 27 years, noted that his wife has urged him to quit; however he continues to work at the Jail. He stated that though Maine is a rural state, the County Jail is taking in inmates from out of state, federal prisoners, and traffickers who do not take the County Jail staff seriously. It's hard to create a positive culture and lie to new hires to get them to stay. Chair Gorden thanked Scott for his comments.

County Sheriff Kevin Joyce spoke, he wanted to recognize that the staff has kept the jail going for the last five or six years and can tell that they are tired and frustrated. He noted that going to a meeting with prosecutors, they want more from the jail, as do Judges. He explained that everyone wants the jail that they had pre Covid. He has a lot of respect for staff and they have the toughest beat in the criminal justice system. He is trying to keep the inmate count down, while the police departments and Feds want to bring everybody in. It's important that the Commissioners hear the staff's account of working conditions. The loss of institutional knowledge is significant and there are a lot of retirees. Most significantly, four retirees passed away in the last four months. He attended a Sheriff's Conference, and the hiring challenge of both law enforcement and Corrections officers is nationwide. He explained that staffing needs to be increased to get over the hump so that people aren't being held

two or three times a week. If they can succeed and retain more hires that's when mandated overtime can get reduced and can move toward a progressive culture.

Jail Major Tim Kortes spoke, he stated that as a Corrections professional for 37 years, he noted that the staff work the toughest job and make it work every day no matter what the challenges are. He wanted to acknowledge that to the Board. Chair Gorden thanked Major Kortes for his comments.

Chair Gorden thanked the public for their comments about staffing challenges at the Jail, and explained that the concern is discussed frequently at Board meetings and closed the public comment period at 6:35pm.

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:	 4 - Chair Gorden, Vice Chair Smith, Commissioner Cloutier, and Commissioner Caterina
No:	0
Excused:	1 - Commissioner Tyler
<u>25-005</u>	Approval of Sheriff's Office Commissions August - December 2024
	This Order was APPROVED.
<u>25-006</u>	Authorization for the Public Health Department to apply for SAMHSA Grant
	This Order was APPROVED.
<u>25-007</u>	Reappointment of Alex Coupe as a Board Member to the County Board of Assessment Review
	This Appointment was APPROVED.
<u>25-008</u>	Amend the Second Amendment Contract between Oak View Group and Cumberland County for the management of the Cross Insurance Arena.
	This Order was APPROVED.
<u>25-009</u>	Authorize the County Manager to sign an Memorandum of Understanding between Oxford County and Cumberland County for backup dispatch services
	This Order was APPROVED.

ARPA BUSINESS

25-010

Authorization for the County Manager to award bid and enter into a contract between Cumberland County and Bisson I&R Commercial Services for the Office Moving Services to 27 Northport Drive, Portland, to be funded with ARPA funds

The Moving Services Bid Award was introduced by Facilities Director Trufant who explained that moving to the new building will be done in phases. After review of the received bids, the county decided to select Bisson I&R Commercial Services. They were much more responsive than the other vendor to his questions about moving and coordination which will support the anticipated moving schedule.

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

Yes:

4 - Chair Gorden, Vice Chair Smith, Commissioner Cloutier, and Commissioner Caterina

No: 0

Excused:

1 - Commissioner Tyler

NEW BUSINESS

25-011

Authorization for the County Manager to award bid and enter into a contract between Cumberland County and Bureau Veritas for the Facilities Condition Assessment (FCA) and design build a new Computer Maintenance Management System (CMMS) with Capital Asset Forecasting in the amount of \$93,000 using ARPA funding.

Facilities Director Trufant explained that an Asset Management system is needed to track the age and data corresponding to the County's assets. The Management system will assist with capital planning and improvements and will take 6 months to implement. Chair Gorden asked if the new system will be used to track the fleet vehicles, Facilities Director Trufant confirmed that it would be and can also be used by the Finance Department. The county currently uses iWorq and it does not meet current needs. Commissioner Smith commented that it's a predictive modeling software that has financial insight, Facilities Director Trufant confirmed that it could give a 40 year model for any asset.

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

Yes:

4 - Chair Gorden, Vice Chair Smith, Commissioner Cloutier, and Commissioner Caterina

No: 0

Excused: 1 - Commissioner Tyler

25-012

Authorization for the County Manager to award bid and enter into a contract between Cumberland County and Krisha Construction for the Vehicle Impact Repairs in the amount to be determined.

Facilities Director Trufant stated that the agenda item is to address the parking garage damages that were the result of a car hitting a barrier on the third floor parking garage almost a year ago. Commissioner Smith asked if costs will be reimbursed by insurance, Facilities Director Trufant confirmed that the county would be reimbursed for repair expenses paid.

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

Yes:

4 - Chair Gorden, Vice Chair Smith, Commissioner Cloutier, and Commissioner Caterina

No:

0

Excused:

1 - Commissioner Tyler

25-013

Authorization for the County Manager to award bid for Architecture and Engineering Services and enter into a contract between Cumberland County and Thornton Tomasetti for the Jail roof and courthouse window replacement for an estimated amount of \$5 million.

Facilities Director Trufant explained that the jail roof needs to be replaced but the replacement amount may be different. The selected bidder, Thornton Tomasetti estimates a cost of \$5 million.

Commissioner Cloutier asked if the percentage of the overall cost for the work has not yet been determined, Facilities Director Trufant confirmed that it is correct and would be a little of 7% of the cost. Chair Gorden asked if the windows are special order, Facilities Director Trufant confirmed they would be.

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

Yes:

4 - Chair Gorden, Vice Chair Smith, Commissioner Cloutier, and Commissioner Caterina

No: 0

Excused: 1 - Commissioner Tyler

Chair Gorden requested a break from 6:50pm. The meeting resumed at 6:55pm.

Meeting Minutes - Action Results

25-014

Approve the 2025/2026 General Fund, Jail and Cross Insurance Arena budgets from all Sources - Gross of \$74,491,013.

County Manager Gailey introduced the final budget as unchanged after review by the finance committee, made up of elected municipal officials, they recommended on January 21, 2025 for passage. He explained that total expenditures are up 6.22% according to needs from taxes which increase by just over \$3 million or 7.74%.

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

Yes:

4 - Chair Gorden, Vice Chair Smith, Commissioner Cloutier, and Commissioner Caterina

No:

0

Excused:

1 - Commissioner Tyler

25-017

Approval of Five (5) Year Capital Improvement Plan, including expenditures of \$299,600 in Non-Debt CIP. (Added In Session)

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

Yes:

4 - Chair Gorden, Vice Chair Smith, Commissioner Cloutier, and Commissioner Caterina

No:

0

Excused:

1 - Commissioner Tyler

25-015

Authorize the issuance of the 2025/2026 Budget Cost of Living Adjustment of 3% to Elected Officials & Sheriff Appointment.

Commissioner Cloutier explained that the item includes elected officials and therefore needs a separate approval.

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

Yes:

4 - Chair Gorden, Vice Chair Smith, Commissioner Cloutier, and Commissioner Caterina

No:

0

Excused:

1 - Commissioner Tyler

25-016 Approve the 2025-2026 Jail Budget to Exceed the 4% grown limitation factor.

Commissioner Cloutier explained that the State law is that Jail costs exceeding the set 4% requires a formal vote.

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

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

Commissioner Caterina

No: 0

Excused: 1 - Commissioner Tyler

UNFINISHED BUSINESS

<u>24-115</u> 2025 Board of Commissioners Committee Assignments

Commissioner Caterina requested that she represent the county on the EFSP Board (Emergency Food and Shelter Program). There were no objections.

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

vote:

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

Commissioner Caterina

No: 0

Excused: 1 - Commissioner Tyler

COMMENTS FROM THE EXECUTIVE STAFF

Assistant County Manager Kimball shared that Federal Funding is unchanged and being monitored. The construction at the Northport Administration is progressing with deliveries and installations. Chair Gorden commented that the budget just passed may change so that the public understands that costs are limited and there may be an impact to the taxpayer.

HR Director Jennings said that there are four negotiations currently underway which include the National Corrections Employees which is currently going to mediation. The Teamsters Corrections Supervisors unit next week and the Teamster Patrol Unit. She noted that Dispatch is in the third session, she will be seeking guidance from the Commissioner in March and maybe April.

COMMENTS FROM THE COUNTY COMMISSIONERS

Commissioner Caterina stated that she and Chair Gorden have been following the Legislative changes and tracking jail funding. She is also working with MMA and Andre Cushing going forward and looking forward to future collaborations.

Commissioner Smith thanked the Sheriff and his staff for her recent tour of the jail. She thanked the County Manager and staff for all of the hard work that went into coordinating the budget and the finance committee for making a strong budget. She encouraged staff to keep working and that the

current situation is not normal but they do good work and serve Cumberland County.

Chair Gorden thanked the staff for their progress and incorporating new systems and allowing for more progress. He noted Facilities Director Trufant's new asset management staff and Finance Director Grover's new automated system. He encouraged other Department heads to automate other processes. Chair Gorden asked Sheriff Joyce if he could speak on the JIM system. Sheriff Joyce explained that he worked with Captain Frigon and Lt. Jordan to refine some of that information before it gets implemented.

COMMENTS FROM THE COUNTY MANAGER

County Manager Gailey shared that he joined the Regional Dispatch Director Fairbrother-Dyer on a visit to RCM. They received a tutorial of a portable dispatch radio system. This will allow offsite radio dispatch services to fairs or other locations. RCM is requesting feedback from the County. The Leadership Academy is being offered in March and in May at SMCC. There are 35 government employees participating and 12 are county employees. The Alfond Workforce Development program has offered 100% tuition to the participants enabling SMCC to host two classes, municipalities will only be responsible for meal costs.

Next Meeting: Monday, March 17, 2025

ADJOURNMENT

At 7:25 pm a motion was made by James Cloutier, seconded by Patricia Smith, to ADJOURN the meeting. The motion carried by a unanimous vote.

Motion to amend proposed minutes of January 6, 2025 meeting as follows:

Proposed text change of comments from Executive Staff (Page 3) to the following:

Proposed text:

Commissioner Cloutier commented that he had seen the City of Portland Chief of Police participate in mass arrests in Portland.

Change To

Commissioner Cloutier commented that he had seen the City of Portland Chief of Police prohibit Portland Police participation in mass arrests conducted by ICE in Portland.



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: CD 25-009 **Agenda Date:** 3/17/2025

2024 4th Quarter Newsletter Communications Department

Report, no action needed.



Regional Communications Center

Quarterly Newsletter

2024
Fourth Quarter
October - December

Prepared by:

Director Melinda J Fairbrother-Dyer

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 CCRCC 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 <u>mjdyer@cumberlandcounty.org</u> or Erin at <u>epelletier@cumberlandcounty.org</u>.

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



EMPLOYEE OF THE 4TH QUARTER

We are excited and honored to announce Maria Jensen for Employee of the Fourth Quarter 2024. Maria's dedication to her career and to the success of our team is evident in every aspect of her work. From the moment she steps into the Communications Center, Maria brings an unmatched passion and commitment that positively impacts those around her. She works seamlessly with her team, always willing to step in and lend a helping hand. Whether it's making phone calls, covering radios, or stepping up in other areas when needed, Maria consistently goes above and beyond to ensure the smooth operation of the team and the safety of those we serve.

One of Maria's greatest strengths is her unwavering commitment to officer safety. She is always thinking ahead, conducting thorough research into the history of incidents and individuals, and anticipating potential safety concerns for responders. Her proactive approach has helped prepare her colleagues to handle complex situations. Maria's attention to detail and her passion for ensuring that every responder goes home safely are truly commendable.

Maria has also shown tremendous leadership and dedication in her role as a Certified Training Officer (CTO) over the past year. She devoted countless hours to training new dispatchers, serving in this capacity for more than seven months out of the last twelve. Throughout this time, Maria demonstrated not only her vast knowledge and expertise but also her ability to connect with and mentor new employees. She strikes the perfect balance between setting high expectations and showing compassion for different learning styles, ensuring that each trainee has the support and guidance they need to succeed. Her leadership in this role has been pivotal in shaping the next generation of dispatchers.

In addition to her work as CTO, Maria has made significant contributions to our Public Education efforts. She actively participates in educating both children and adults through various outreach events and NENA (National Emergency Number Association). Maria's involvement in these activities speaks to her dedication to improving the community and her belief in the importance of educating the public about emergency services. Her efforts extend beyond the confines of the Communications, making a lasting impact on the communities we serve.

Maria's leadership extends into the numerous occasions in which she has served as Officer in Charge (OIC). She steps into this leadership position when needed and guides her colleagues with confidence. Her presence is reassuring to others, and people often turn to her when they need support or guidance. Maria is always there to offer a friendly face and to offer assistance, no matter how busy she may be.

Maria continues to perform at a high level, even with the demands of her personal life, further demonstrating her dedication and commitment to her role.

In conclusion, Maria Jensen has consistently demonstrated extraordinary effort and commitment to her work, her colleagues, and the communities we serve. Her passion for being a 911 Emergency Telecommunicator, her leadership in training, her contributions to Public Education, and her unwavering support for her team are just a few examples of how she goes above and beyond in every aspect of her role. Maria is a true asset to our agency, and we are proud to award her with Employee of the Fourth Quarter 2024.

Commissioner Susan E Witonis

Thank you

For your Commitment to serving

Cumberland County RCC Board of Directors

14 years of Dedication, Support, and Loyalty to our mission

Thank you from the entire Team at the CCRCC!

2010 - 2024



Officer In Charge Promotion - Melissa Medina



Melissa has been at the CCRCC for 3 years after leaving a career in early childhood special education. When she initially applied for the position of OIC she was told that before being promoted, she needed to work on her confidence as a fire dispatcher. Over the following months she worked on her fire dispatching skills as well as became certified as a Fire Communications Officer; when the application process opened again she was offered the position! In addition to her role as a 911 dispatcher and OIC, Melissa is a Notary, has joined the TAC team doing the warrant validations and training new hires on the teletype desk, the QA team as both an EMD and EFD Q and an FTO, being a go to person for newly signed off dispatchers. Outside of work Melissa enjoys adventuring with her 4 adult children, quilting, reading, traveling, going to shows and concerts and adding to her extensive tattoo collection!

Officer In Charge Promotion - Ember Fogg

Hey there! I'm Ember Fogg. I grew up in Gorham, graduated from GHS and WRVC, and that's where I first got introduced to the world of Public Safety. After graduation, I spent 12 years working in assisted living, specifically as a Supervisor at group homes for adults with disabilities. I also had a few side gigs in aging and dementia care during that time. Let's be real—group homes are tough! After 11 years, I knew it was time for a change, so I began searching for something new.

After a year of looking for a job that could offer a fresh environment while still giving me purpose and a chance to help people, I ended up taking a Monday-to-Friday, work-from-home role that most people would probably dream of. But honestly, it wasn't for me—it was boring, and I wasn't doing what I was good at: helping others. So, when I got the call to interview at the CCRCC, I jumped at the chance.

I've been with the CCRCC since July 2022, and I've seized every opportunity to grow and learn. I'm now a CPR Instructor, a certified training officer, a Quality Assurance specialist for both medical and fire calls, and I'm about to join the CISM team. I've also gotten involved with the TAC team, the Fire Working Group, and Public Education. All of these experiences have helped me sharpen my skills as a dispatcher.

Getting to this point and earning the OIC position has taken a lot of dedication, hard work, and passion. It's been a journey of constant learning and stepping out of my comfort zone. Every training, every responsibility I've taken on, and every new challenge has been an opportunity to push myself and grow. There were days when it felt like a lot to balance, but the drive to make a difference and support the team has always kept me going. I'm excited for what's next, and I can't wait to bring my leadership experience and all that I've learned to the OIC role. This position is a culmination of years of passion for public safety, and I'm ready to continue working hard for the people I serve and my incredible team here at the CCRCC.

Officer In Charge Promotion - Jaycee Hovey



Hello! My name is Jaycee Hovey, I've been at the RCC for over 3 years now. During this time I have worked hard to build myself into the dispatcher I always strived to be. I have attended several trainings such as the Crisis Negotiations and the Tactical Dispatcher APCO courses with aspirations of joining the ESU team. This month I attended the Be the Difference Conference in South Carolina which provided extensive trainings and presentations all geared to improving dispatchers. The conference was a very rewarding opportunity.

About a year and a half ago I became a certified training officer and have found enjoyment in training our new employees. I am also currently a part of our Law Working Group as well as our TAC team and the Quality Assurance team.

Taking on the role as OIC is beyond rewarding and I'm very thankful to receive this promotion. A little about me I grew up in Raymond and have been living in Windham for about 2 years now. With our new connection with the University of Southern Maine I am also working towards my Bachelor's in Criminology. When I am not working I am spending time with family and friends, drinking an Aroma Joes Rush, doing college work or with my dog Atlas!

Total Calls ALL Towns	October	November	December
Law Cases	6,918	6,310	6,101
Fire / EMS	1,727	1,513	1,553
Animal Cases	304	254	205
Total Calls	8,949	8,077	7,859
9-1-1 Call Volume	2,858	2,671	2,797

Total Law Incidents by Town	October	November	December
Baldwin	118	94	52
Bridgton	631	500	452
Casco	227	217	194
Chebeague Island	6	5	4
Cumberland	650	531	478
Frye Island	23	1	0
Gorham	1110	955	961
Gray	468	446	496
Harpswell	397	365	356
Harrison	144	146	126
Long Island	1	0	2
Naples	398	433	442
New Gloucester	206	226	202
North Yarmouth	80	96	72
Pownal	33	47	32
Raymond	248	262	247
Sebago	66	74	83
Standish	762	690	693
Windham	1350	1222	1209
Total	6918	6310	6101 3

Total Fire Incidents by Town	October	November	December
Baldwin	21	12	9
Bridgton	45	47	43
Casco	78	70	73
Chebeague Island	9	5	8
Cumberland	130	89	106
Frye Island	11	1	0
Gorham	333	281	295
Gray	146	140	134
Harpswell	71	60	66
Harrison	34	31	23
Long Island	2	2	5
Naples	79	79	84
New Gloucester	56	67	62
North Yarmouth	42	45	30
Pownal	16	23	11
Raymond	84	73	76
Sebago	39	23	37
Standish	204	173	173
Windham	327	292	318
Total	1727	1513	1553 32

Total Animal Complaints by Town	October	November	December
Baldwin	8	6	4
Bridgton	32	21	14
Casco	23	34	16
Chebeague Island	0	0	0
Cumberland	18	15	12
Frye Island	0	0	0
Gorham	45	33	23
Gray	22	8	11
Harpswell	12	17	6
Harrison	12	10	5
Long Island	0	0	0
Naples	15	14	6
New Gloucester	21	11	12
North Yarmouth	7	13	13
Pownal	0	1	0
Raymond	14	11	14
Sebago	4	2	5
Standish	31	25	21
Windham	40	33	43
Total	304	254	205 ₃₃

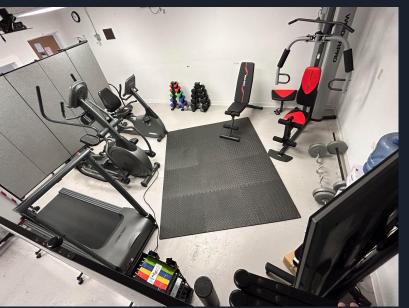
Quality Assurance

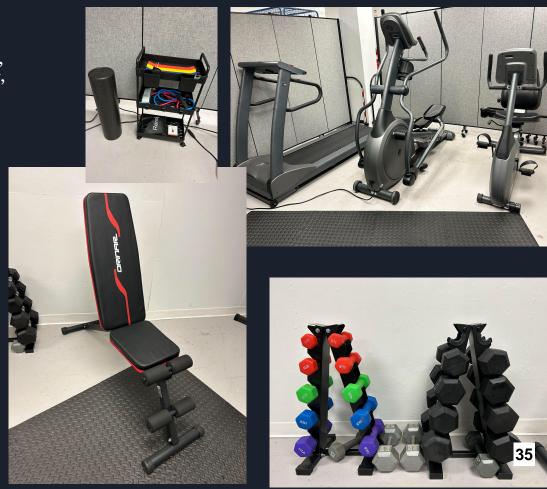
The CCRCC works very hard to maintain a high level of quality in the work that is done by the members of the organization. The CCRCC has developed a program to measure this Quality throughout the agency on a daily, monthly, yearly basis.

Case Reviews	October	November	December
Law Case Reviews	58	77	71
Self QA	38	46	39
EFD Case Reviews	57	55	58
EMD Case Reviews	100	100	100
Monthly NCIC Validations	62	56	65
Missing Person Reviews	29	15	13
9-1-1 Average Ring Time	7 seconds	7 seconds	7 seconds 34

Gym Space shared with our partners in EMA

CCRCC Deputy Director Erin Pelletier, CCEMA Deputy Director Aaron Milroy, with support from the Cumberland County Wellness Committee have created an on-site, 24/7 exercise area for County employees.





911 is evolving at a fast pace.....





NextGen, Tech-savvy, Fast-paced Society

1 Incident

Multiple Calls, Texts, Video, EMD Protocols,
Data Analysis, Alarm Sensors





A dispatcher with PTSD fell into a hole and couldn't get out. When a senior dispatcher walked by, the dispatcher called out for help, but the senior dispatcher yelled back, "Suck it up, dig deep and drive on," then threw her a shovel. The dispatcher did as she was told and dug the hole deeper.

A dispatch supervisor went by, and the dispatcher called out for help again. The supervisor told her to "use the tools your supervisor has given you," then threw her a bucket. The dispatcher used the tools and dug the hole deeper still, filling the bucket.

A psychiatrist walked by. The dispatcher called, "Help! I can't get out!" so the psychiatrist gave her some drugs and said, "Take this. It will relieve the pain, and you will forget about the hole." The dispatcher said "thanks" and followed his advice, but when the pills ran out, she was still in the hole.

A well-known psychologist rode by and heard the dispatcher's cries for help. He stopped and asked, "How did you get there? Were you born there? Did your parents put you there? Tell me about yourself; it will alleviate your sense of loneliness." So the dispatcher talked with him for an hour, then the psychologist had to leave, but he said he'd be back next week. The dispatcher thanked him, but she was still in the hole.

Another dispatcher, just like her, happened to be passing by. The dispatcher with PTSD cried out, "Hey, help me. I'm stuck in this hole!" and right away the other dispatcher jumped down in there with her. The dispatcher with PTSD started to panic and said, "What are you doing? Now we're both stuck down here!" But the other dispatcher just smiled and replied, "It's okay, calm down, sister. I've been here before..... I know how to get out."

Having a good friend who understands is all you need to start recovering... you're never alone, even though it might seem that way at times.

Please reach out to someone if you are struggling.

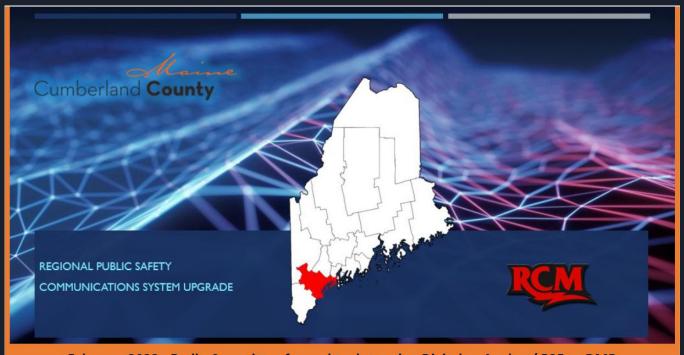
Auth unk

Cumberland County has 3 County owned frequencies

CCSO - Cumberland County Sheriff's Office Primary remains analog

Ops 1 - formerly County Law upgraded to P25 Linear Simulcast

Ops 2 - formerly County Fire remains analog



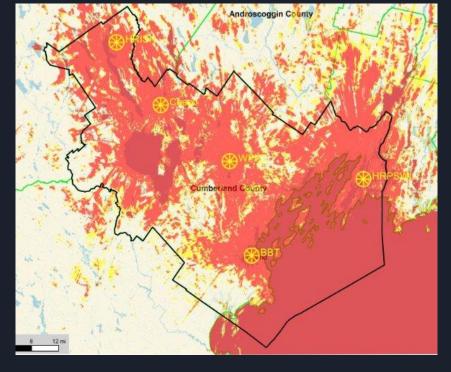
February 2023 - Radio Committee formed to determine Digital or Analog / P25 or DMR

June 2023 - RFP went out for new system

August 2023 - letter of intent to partner with RCM for our upgrade.

August 2024 - Leasing done for all towers

October 29, 2024 - NEW SYSTEM ON LINE



Andrescoggin County

The above diagram shows the PREVIOUS SYSTEM which was a 9 site talk IN and a 5 site talk OUT system.

The above diagram shows the NEW SYSTEM which is a 9 site talk IN and a 9 site talk OUT system

TREMENDOUS Portable Coverage Enhancements

How to register for the

△CodeRED[™]

Mobile Alert App

Keeping you and your family safe is important. And knowing what is going on in the world around you is critical to maintaining that safety. Whether a tornado has formed near your home or a boil-water notice is issued for your area, it could be lifesaving to know that you need to take action.

CodeRED is a notification service your public safety officials provide for you that alerts you to emergencies happening nearby, so you can stay informed and make decisions that will positively impact your well-being.

Be informed when it matters most

Step 1

Download

Download the free CodeRED Mobile Alert app by visiting the Google Play or App Store and searching for "CodeRED Mobile Alert app".



Step 2

Register

Open CodeRED and create a new registration. Keep in mind this will be a different login from our desktop version.



Step 3

Settings

Once your account is created, open your settings. Here you can decide what type of alerts you'd like to receive, the alert sound, your personal warning radius and more. This app will follow you wherever you go and will send you notifications about alerts around you.



Step 4

Weather

Also in your settings, you have the ability to subscribe to CodeRED weather warnings. These alerts will keep you informed about sudden severe weather and could mean the difference between life and death.





Step 5

Get help

Want a quick walk-through? In settings at the very bottom, there is a link to a tutorial on the mobile app (or under "help" if you're on Android), and we highly recommend taking a look! There is also a helpful list of FAQs for any questions you may have.



Helpful Tips

1 From the home map screen, zoom out to view all active alerts in the United States. This allows you to check on relatives or other properties and see what is happening



- 2 We are optimized not to drain your smartphone's battery! In order for you to be protected, our location services do need to run in the background.
- 3 Use this app while you travel! If the city you're visiting is a CodeRED customer, you'll be able to receive emergency notifications wherever you're located.

Our Public Education Team hard at work







What3words





what3words /// The simplest way to talk about location

To give a what3words address in an emergency:

- Open the what3words app.
- Wait for the blue GPS dot to stabilize, then tap the current location icon.
- 3. Read the three words to the 911 call operator.



Tell 911 exactly where help is needed with what3words

what3words is an easy way to give an exact location. Every 10ft square in the world has been given a unique combination of three words.



- Open the what3words app.
- Wait for the blue GPS dot to stabilize, then tap the current location icon.
- 3. Read the three words to the 911 call operator.







How to use what3words in an emergency





1. Open the app

Wait a few seconds for the blue dot to settle in one place. For a more accurate GPS location, you should be outdoors.

2. Locate yourself

Tap on *¬* iPhone or on *⊕* Android. The 3 words for your location will display at the bottom of the screen.

3. Give the 3 words

Read the what3words location over the phone to the emergency services. They'll know exactly where to find you.

Things to consider

The app works offline, even in areas with no internet access, by using the device's GPS signal.

Download the what3words app for free on iOS and Android or access the website what3words.com

New England APCO 2024

Public Education Program
Presentation by the
CCRCC's very own
Michael Poirier and Maria Jensen.



Appreciating our New Center



"First Responder wellness is a journey worth travelling. Find your balance of self, family and career."



Supervisor Bicknell has invited us all to a Stand Challenge!

Winner - Melissa Medina 142.5 hours of standing

How it works:

Stand for as long as you are comfortable for while on your shift. Document the total number of hours you stood per shift on the document "Dispatch Standing Challenge" which can be found in the Google Drive. At the end of the month, the person who has stood the longest will receive a cool prize and an awesome certificate!

TIPS FOR GETTING STARTED:

- Start slowly
- · Don't overdo it
- Stretch first
- · Stand with knees slightly bent
- Put your weight on the balls of your feet
- Set your feet shoulder width apart
- Roll your shoulders up and stand up straight
- Tuck your stomach in
- · Use an anti-fatigue mat

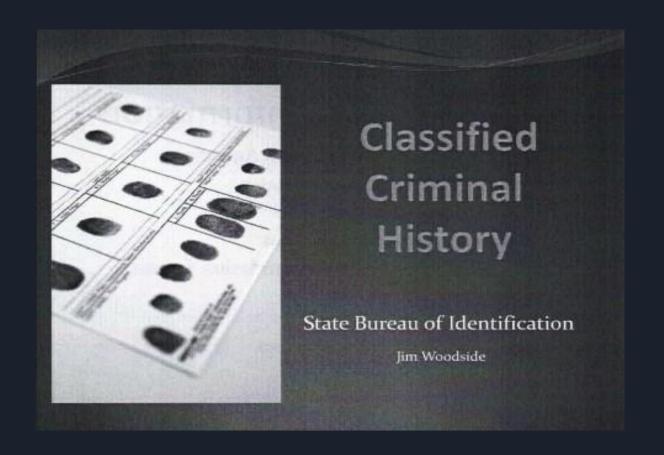
BENEFITS OF STANDING AT

WORK!

- Improves mood and mental clarity
- Increases circulation
- · Combats neck pain
- Aids in weight loss
- Reduces back pain
- Prevents long-term health issues
- · Helps with wrist positioning
- Lowers risk of Diabetes
- · Improves posture
- May increase lifespan

To calculate the calories burned standing:

https://www.ergotron.com/en-us/tools/calorie-burn-calculator



The CCRCC recently had the opportunity to participate in a comprehensive training presentation from the Maine State Bureau of Identification (SBI) about Classified Criminal History information. This training was presented by Jim Woodside and Jen Berube, who on two separate occasions traveled down to the CCRCC, to provide valuable insights into the systematic collection of classified criminal history information and explanation of legal terminology to our TAC Team.

Our team gained a deeper understanding of how SBI receives information (from law enforcement, District Attorneys, courts, and corrections), what information is included (convictions, non-convictions, and specific offenses), and what is not included (civil violations, warrants, and certain misdemeanors).

Overall, the classified criminal history training was an invaluable experience that equipped our TAC Team with the knowledge and skills necessary to easily navigate the complexities of handling classified information and continue to enhance our effectiveness in maintaining our records.

Response Plans

CCRCC has a team of 3 staff who in addition to their Dispatch Duties build and update response plans as requested.

Send Requests to: responseplans@cumberlandcounty.org

Rachel Bicknell, Bailey McDermott, and Kayden

Our response plan team completed 24 different projects this quarter

Many due to the new IAED protocol updates 988 transfer to crisis Protocol 23 (overdose) Protocol 21 (bleeding) Protocol 17 (fall).

Many individual requests made direct from departments for changes for address specific responses.

Adding the new wilderness response team notification to certain calls.

Adding tone units which gives Dispatchers a visual cue for toned shared apparatus to make sure we properly notify both departments.

RP 99 created a way to automatically dispatch a run assignment for all hands instead of having to manually attach each unit.

Saving dispatcher's time during critical incidents and helping to ensure CAD accuracy.

This team has pending requests from many of our partnering agencies, changes that will make dispatching and responding more streamlined and clear.

The work is taxing but the benefits in the end are shared by all, for example removing the ALS unit for a specific town requires the team to manually go in and click on over 852 response plans individually and type in a new plan number and change the special instructions. This is one of the more simple requests and it is still a big task.

51

Adopt a Senior Project 2024











Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: CD 25-010 Agenda Date: 3/17/2025

Agenda Item Request:

Introduction Chair of Maine County Commissioners Andre Cushing, County Commissioner of Penobscot County

Background and Purpose of Request:

No action necessary. Commissioner Andre Cushing will address the Cumberland County Commissioners.

Presentation: Yes



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: 25-018 Agenda Date: 3/17/2025

Agenda Item Request:

Authorize the County Manager to sign the Regional Assessing 3-year contract with the Town of Casco.

Background and Purpose of Request:

This is item is bringing forth the next three-year contract with the Town of Casco for Regional Assessing services. The contract begins July 1, 2025 and will end on June 30, 2028.

Funding Amount and Source: Revenue for service provided

Effective Date if Applicable: July 1, 2025

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 CASCO

This Contract, effective July 1, 2025 is made by and between the Town of Casco, 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 Casco, Cumberland County, Maine.

WITNESSETH:

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.
- 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 Casco. 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 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 Casco 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 one additional 3-year term unless either party provides written notification to the other no later than January 1st of its intent to terminate the contract at the conclusion of that contract year.

ARTICLE 6 – COSTS

- 1. The total amount due 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. Typically, the increase is between 3-4% on normal years. The total amount due for all services beginning July 1, 2025 to June 30, 2028 shall be:
 - \$6,478.48 per month is based off from a \$77,741.74 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. 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 on a prorated shared basis across 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.

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 8 – AUDIT OF RECORDS

The Town Manager or his/her 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 assessors 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 – TERMINATION

This contract shall expire on June 30, 2028. The Agreement shall automatically renew for one additional 3-year term unless either party provides written notification to the other no later than January 1st, of a given year, of its intent to terminate the contract at the conclusion of that contract year.

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 12 – 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 13 – 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, 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 14 – ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the TOWN OF CASCO, 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 CASCO BY:
	TOWN MANAGER
	DATE: 02/19/2025

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 #: 25-019 **Agenda Date**: 3/17/2025

Agenda Item Request:

Authorize the County Manager to sign the Regional Assessing 3-year contract with the Town of North Yarmouth.

Background and Purpose of Request:

This is item is bringing forth the next three-year contract with the Town of Casco for Regional Assessing services. The contract begins July 1, 2025 and will end on June 30, 2028.

Funding Amount and Source: Revenue for service provided

Effective Date if Applicable: July 1, 2025

CUMBERLAND COUNTY CONTRACT FOR ASSESSING SERVICES

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

July 1, 2025 to June 30, 2028

This Contract, effective July 1, 2025 is made by and between the Town of North Yarmouth, 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 North Yarmouth, Cumberland County, Maine.

WITNESSETH:

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 IRS Form 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 North Yarmouth. 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 North Yarmouth 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.

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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 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.

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- 3.2 TOWN's shall budget funds in support of a 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, 2022 to June 30, 2025 shall be:
- \$5,512.17 per month is based off from a \$66,146.00 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 annual contract increase is estimated to be around 3% to 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 TOWNS 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.

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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 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 NORTH YARMOUTH, 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 NORTH YARMOUTH BY: Haw Basnes
	TOWN MANAGER
	DATE: 2/20/2025

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 #: 25-020 **Agenda Date:** 3/17/2025

Agenda Item Request:

Approval of the Sheriff Office Commissions January through February 2025

Background and Purpose of Request:

Requestor: Sheriff Joyce, County Sheriff's Office

Please sign the attached.



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

Date:

March 10, 2025

Subject:

Sheriff's Office Commissions January to February 2025

Agency

Cape Elizabeth

Officer

Ben Davis

CCSO

James Adams

Joel Barnes

James Estabrook Thomas Ferriter Mark Mitchell Joseph Miville Brian Pellerin Jared Smith

CCJ

Christopher Decapua

William Lawson Trevor Purinton David Williams

Alec Thompson

Falmouth

Wade Beattie
Michelle Cole
Jeffrey Cook
Colin Gordan
Scot Mattox
Peter Theriault
Mathew Yeaton



Freeport

Beck Rice

Gorham

Michael Hinkley

Stephen Hinkley

Christopher Sanborn

Jason Wagner

Portland

Andrew Castonguay

Jacob Gressler **Chris Shinay**

Scarborough

Donald Blatchford

South Portland

Ezekiel Collins Jordan Peters

Shane Stephenson

University of Southern Maine

Drew Bunick

Christopher Coyne

Westbrook

Vincent Greco Scott Johnsen **Noor Shidad**

Marije VanderHilst

Windham

Tim Denman

Yarmouth

Brian Andreasen

Dan Gallant **Michael Pierce**





Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: 25-021 Agenda Date: 3/17/2025

Agenda Item Request:

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.

Background and Purpose of Request:

Requestor: Liz Blackwell-Moore, Director of Public Health

The Maine Health Access Foundation (MeHAF) released a Request for Applications for the FY 2025 Systems Improvement and Innovation Response Grant. The purpose of the Systems Improvement and Innovation Responsive Grants (SIIRG) program is to address policies, practices and perceptions that create disproportionate barriers to health and access to care for some groups of people relative to others by making changes at a system and/or organizational level. The target grant period runs from June 1, 2025-May 31, 2026 with up to \$50,000 awarded per year.

Funding Amount and Source:

There is a 10% required percentage of cash or in-kind support (which in this case equals \$5000 per year). This requirement will be met with an in-kind contribution of 0.25 FTE of the Behavioral Public Health Manager, Brandon Irwin which is funded through the Opioid Settlement funds.

Effective Date if Applicable:

June 1, 2025



POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Liz Blackwell-Moore
DATE:	3/1125
SUBJECT:	Proposal in response to the Maine Health Access Foundation's RFP for Systems Improvement and Innovation Response Grant

Requested Action:

Authorize 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.

Background & Purpose of Request:

The Maine Health Access Foundation (MeHAF) released a Request for Applications for the FY 2025 Systems Improvement and Innovation Response Grant. The purpose of the Systems Improvement and Innovation Responsive Grants (SIIRG) program is to address policies, practices and perceptions that create disproportionate barriers to health and access to care for some groups of people relative to others by making changes at a system and/or organizational level. The target grant period runs from June 1, 2025-May 31, 2026 with up to \$50,000 awarded per year.

Cumberland County Public Health submitted a Letter of Inquiry in February and was chosen by MeHAF to submit a full proposal for consideration. The grant funds will be used by Cumberland County Public Health to support the implementation of an existing community action plan for improving systems and services for justice involved people who use drugs in Cumberland County Maine. Specifically, these funds will be used for hiring a part time project coordinator (0.5 FTE) for two years. The Coordinator will be housed within Cumberland County Public Health. The Behavioral Public Health Manager, who has been organizing and providing backbone support for the initiative, will continue to lead the initiative and will supervise the Project Coordinator. There is a 10% required percentage of cash or in-kind support (which in this case equals \$5000 per year). This requirement will be met with an in-kind contribution of 0.25 FTE of the Behavioral Public Health Manager, Brandon Irwin which is funded through the Opioid Settlement funds. The purpose of this Position Paper is to inform the Commissioners of the plan to apply for the MeHAF - SIIRG funding and receive authorization to submit.

Attachments: Staff memo on MEHAF SIIRG grant RFP

Agenda Item Number:_____ Date on Agenda:______
Result
Mover: Seconder:
Vote Tally:
Vote Result:
Roll Call Vote if Meeting Remotely:
Chair of Board, Date

Funding Amount and Source: \$100,000 over 2 years from Maine Health Access Foundation

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Memo to the Commissioners

March 5, 2025

From: Liz Blackwell-Moore, Public Health Director

Subject: FY 2025 Maine Health Access Foundation's RFP for Systems Improvement and Innovation Response

Grant

The Maine Health Access Foundation (MeHAF) released a Request for Applications for the FY 2025 Systems Improvement and Innovation Response Grant. The purpose of the Systems Improvement and Innovation Responsive Grants (SIIRG) program is to address policies, practices and perceptions that create disproportionate barriers to health and access to care for some groups of people relative to others by making changes at a system and/or organizational level. The target grant period runs from June 1, 2025-May 31, 2026 with up to \$50,000 per year.

CCPH submitted a Letter of Inquiry in February and was chosen by MeHAF to submit a full proposal for consideration. The grant funds will be used by Cumberland County Public Health to support the implementation of an existing community action plan for improving systems and services for justice involved people who use drugs in Cumberland County Maine. Specifically, these funds will be used for:

• A 0.5 FTE Project Coordinator.

The Coordinator will be housed within Cumberland County Public Health. The Behavioral Public Health Manager, who has been organizing and providing backbone support for the initiative, will continue to lead the initiative and will supervise the Project Coordinator. The coordinator's strategies will be guided by a steering committee, including key behavioral health and criminal legal system leaders, including people with lived experience.

On March of 2024, the Cumberland County Public Health and community partners convened over 75 people from across the behavioral health and criminal legal systems in Cumberland County for a 1.5 day workshop, facilitated by the SAMHSA Gains Center, to assess and plan for how to improve systems and services for justice involved people who use drugs. Facilitators used the Sequential Intercept Model as a guiding framework to facilitate discussion around specific areas of the system and identify strengths, gaps, and the presence of evidence-based practices across the system. Attendees then identified top priorities for change and created a detailed action plan for each of the top 5 priorities. Community-identified priorities and corresponding action plans include a) increase peer support services across the behavioral health and criminal legal system; b) strengthen reentry support within the first 48 hours of release; c) establish shared metrics to drive systems level decision making and improve care coordination; d) reduce barriers to housing and shelters; and e) reduce barriers to treatment. The shared priorities and action plans were the key outcomes of the workshop, in addition to establishing new relationships and collective efficacy for systems change. The primary focus of the Project Coordinator will be to organize and facilitate workgroups for action plan implementation, with an emphasis on the priorities and action plans with the most support of people with lived experience.

There is a 10% required percentage of cash or in-kind support (which in this case equals \$5000 per year). This requirement will be met with an **in-kind contribution** of 0.25 FTE of the Behavioral Public Health Manager, Brandon Irwin which is funded through the Opioid Settlement funds.



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: 25-028 Agenda Date: 3/17/2025 Agenda #:

Agenda Item Request:

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

Background and Purpose of Request:

Requestor: Liz Blackwell-Moore, County Public Health

The Department of Public Safety's Substance Use Disorder Assistance Program has funded the Pathways of HOPE program since 2023 - a collaboration between the Cumberland County Public Health Department and the Portland Recovery Community Center.

To date, this program has served over 500 Cumberland County residents and supplied nearly 700 months of recovery housing to persons in the program. The County Public Health Department and PRCC are working on a proposal in response to the RFA with a proposed budget of around \$350,000-\$400,000 to be spent in one year. No matching funds are required and no additional county funding will be needed to complete the requirements of the grant.

Funding Amount and Source:

\$350,000-\$400,000 to be spent in one year. No Match Required **Effective Date if Applicable:**



POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Liz Blackwell-Moore
DATE:	3/13/25
SUBJECT:	Proposal in response to the State of Maine's Substance Use Disorder Assistance Program

Requested Action:

Authorize 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

Background & Purpose of Request:

The Maine Department of Public Safety recently released a Request for Applications for the FY 2024 Substance Use Disorder Assistance Program. The purpose of the program is to assist persons with presumed substance use disorder using liaison strategies both before and after arrest to refer alleged low-level (non-felony) offenders into community-based treatment and support services. The program will run from April 1, 2025-March 31, 2026. The Department of Public Safety anticipates make multiple awards with \$500,000 in available funding.

The Department of Public Safety's Substance Use Disorder Assistance Program has funded the Pathways of HOPE program since 2023 – a collaboration between the Cumberland County Public Health Department and the Portland Recovery Community Center. To date, this program has served over 500 Cumberland County residents and supplied nearly 700 months of recovery housing to persons in the program. The County Public Health Department and PRCC are working on a proposal in response to the RFA with a proposed budget of around \$350,000-\$400,000 to be spent in one year. No matching funds are required and no additional county funding will be needed to complete the requirements of the grant. The purpose of this Position Paper is to inform the Commissioners of the plan to apply for the Substance Use Disorder Assistance funding and receive authorization to submit.

F	unding	Amount	and S	Source:	none

Attachments:

• Staff memo on SUD Assistance Program RFA

Agenda Item Number:		Date on Agenda:	
Result			
Mover:	Seconder:		
Vote Tally:			
Vote Result:			
Roll Call Vote if N	deeting Remotely:		
		Chair of Board, Date	

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STATE OF MAINE Department of Department of Public Safety



RFA# 202502027

FY 2025 Substance Use Disorder Assistance Program

RFA Coordinator NAME: Michelle Morse TITLE: Contract Grants Specialist EMAIL: Michelle.morse@maine.gov		Michelle Morse
		Contract Grants Specialist
		Michelle.morse@maine.gov
All communication regarding the RFA must be made through the RFA Coordinator.		

Submitted Questions Due Date	March 14, 2025, no later than 11:59 p.m., local time
All questions must be received by the RFA Coordinator by the date and time listed above.	

Application Submission	DATE:	March 26, 2025, no later than 11:59 p.m., local time.
Deadline	TO:	Proposals@maine.gov

Applications <u>must</u> be received electronically by the Office of State Procurement Services by the date and time listed above.

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RFA TERMS/ACRONYMS with DEFINITIONS

The following terms and acronyms, as referenced in the RFA, have the meanings indicated below:

Term/Acronym	<u>Definition</u>	
DPS	Department of Public Safety	
State	State of Maine	
RFA	Request for Application	
RFP	Request for Proposal	
SUD	Substance Use Disorder	

PART I OVERVIEW OF THE GRANT OPPORTUNITY

A. Purpose and Background

The Department of Public Safety (DPS) is seeking applications from eligible applicants to provide programs designed to assist persons with presumed substance use disorder using liaison strategies both before and after arrest to refer alleged low-level (non-felony) offenders into community-based treatment and support services as defined in this Request for Applications (RFA) document. Eligible applicants are municipal governments, county governments, tribal governments, or regional jails. This document provides instructions for submitting applications, the procedure, and criteria by which the Applicant(s) will be selected and the contractual terms which will govern the relationship between the State of Maine (State) and the awarded applicant(s).

B. General Provisions

- 1. From the time this RFA is issued until award notification is made, <u>all</u> contact with the State regarding this RFA must be made through the RFA Coordinator identified on the cover page of this RFA. No other person/State employee is empowered to make binding statements regarding this RFA. Violation of this provision may lead to disqualification from the application process, at the State's discretion.
- 2. Issuance of the RFA does not commit the Department to issue an award or to pay expenses incurred by an Applicant in the preparation of a response to the RFA. This includes attendance at personal interviews or other meetings, where applicable.
- **3.** All applications must adhere to the instructions and format requirements outlined in the RFA and all written supplements and amendments (such as the Summary of Questions and Answers), issued by the Department. Applications are to follow the format and respond to all questions and instructions specified in Part III of the RFA.
- **4.** Applicants will take careful note that in evaluating an application submitted in response to this RFA, the Department will consider materials provided in the application, information obtained through interviews/presentations (if any), and internal Departmental information of previous contract history with the Applicant (if any). The Department also reserves the right to consider other reliable references and publicly available information in evaluating the Applicant's experience and capabilities.
- **5.** The application must be signed by a person authorized to legally bind the Applicant and must contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.
- **6.** The RFA and the awarded Applicant's proposal, including all appendices or attachments, will be the basis for the final contract, as determined by the Department.
- 7. Following announcement of an award decision, all submissions in response to this RFA will be public records, available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. § 401 et seq.).
- 8. In the event that an Applicant believes any information that it submits in response to this RFA is confidential, it must mark that information accordingly, and include citation to legal authority in support of the Applicant's claim of confidentiality. In the event that the Department receives a FOAA request that includes submissions marked as confidential, the Department shall evaluate the information and any legal authority from the Applicant to determine whether the information is an exception to FOAA's definition of public record. If the Department determines to release information that an Applicant has marked confidential, it shall provide advance notice to the Applicant to allow for them to seek legal relief.

- **9.** The Department, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in applications received in response to the RFA.
- **10.** All applicable laws, whether or not herein contained, shall be included by this reference. It shall be the Applicant's responsibility to determine the applicability and requirements of any such laws and to abide by them.

C. Eligibility to Submit Applications

All municipal governments, county governments, federally recognized Indian tribal governments or regional jails are invited to submit bids in response to this RFA. Private and non-profit agencies are not eligible to apply for Substance Use Disorder Assistance Program funds.

DPS is seeking proposals from eligible applicants to provide programs designed to assist persons with presumed substance use disorder using liaison strategies both before and after arrest to refer alleged low-level (non-felony) offenders into community-based treatment and support services. Funds may be used to provide individual and group treatment activities. These projects must be designed to facilitate pathways to evidence-based, community-based treatment, medically assisted treatment, and/or recovery and support services.

- Municipal or county governments or regional jails for programs designed to assist persons with presumed substance use disorder by using liaison strategies both before and after arrest to refer alleged low-level offenders into community-based treatment and support services. Programs may include, but are not limited to:
 - a) Referral of participants in the Substance Use Disorder Assistance Program to evidence-based treatment programs, including medically assisted treatment; and
 - b) Provision of case management services to participants in order to secure appropriate treatment and support services such as housing, health care, job training, and mental health services.
- 2) County governments for programs in the county jails designed to facilitate the accessing by persons with presumed substance use disorder of post-adjudication diversion and reentry programs. Programs may include, but are not limited to:
 - a) Provision of evidence-based treatment programs, including medically assisted treatment, to jail inmates; and
 - b) Provision of case management or other support services to participants to assist in the transition from jail upon release.
- 3) Municipal governments for programs designed to facilitate pathways to community-based treatment, recovery, and support services for persons with substance use disorder who present themselves to municipal law enforcement agencies and request assistance and referral to evidence-based treatment programs, including medically assisted treatment.

D. Awards

DPS anticipates making multiple awards as a result of this RFA process. There is \$500,000.00 available in funding.

E. Applicable Legislation

These projects are funded under <u>Title 25</u>, <u>Part 13</u>, <u>Chapter 601</u>, <u>§5101 Substance Use</u> Disorder Assistance Program

F. Appeal of Contract Awards

Any person aggrieved by the award decision that results from this Request for Applications may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here: Chapter 120). The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

PART II ACTIVITIES AND REQUIREMENTS

A. Required Activities

DPS is seeking a cost-efficient proposal(s) to provide services, as defined in this RFA, for the anticipated contract period defined in the table below. Please note that the dates below are estimated and may be adjusted, as necessary, to comply with all procedural requirements associated with this RFA and the contracting process. The actual contract start date will be established by a completed and approved contract.

The term of the anticipated contract, resulting from this RFP, is defined as follows:

Period	Start Date	End Date
Period of Performance	April 1, 2025	March 31, 2026

B. Allowable Use of Funds

Allowable uses of funds can include, but are not limited to, the following:

- Licensed Addiction Counselor
- 2. Treatment therapist, family therapy
- 3. Case management services
- 4. Medically assisted treatment
- 5. Health care
- 6. Job training

Allowable costs are those cost principles identified in the State Administrative and Accounting Manual, authorizing legislation, and the Substance Use Disorder Assistance Program grant requirements and solicitation. In addition, costs must be reasonable, allocable, necessary to the project, and comply with the funding statute requirements. Any questions about allowable use of funds should be directed to DPS prior to application submission using the process described in Appendix A.

Contracts & Consultants

When a funded applicant engages in contracts for work or services, the following is required:

- All consultant and contractual services shall include written contracts stating the services to be performed, rate of compensation, and length of time over which the services will be provided. This shall not exceed the length of the grant contract period.
- A copy of all written contracts shall be provided to DPS upon their ratification.
- Payments shall be supported by invoices outlining the services rendered and supporting the period covered.
- Any consultant costs shall be fair and reasonable.

C. Non-Allowable Use of Funds

- 1. Funds shall not be used for land acquisition or construction projects.
- 2. No arrangement shall be made by the funded applicant with any other party for furnishing any services herein contracted for without prior review and approval of the contracting agreement by the Grant Administrator.
- **3.** No grant funds may be spent for office furniture or other like purchases, e.g., copiers, air conditioners, heat lamps, fans, file cabinets, desks, chairs, and rugs.
- **4.** Substance Use Disorder Assistance Program funds shall not be used for lobbying purposes such as but not limited to:
 - Attempting to influence the outcome of any Federal, State, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity;
 - Establishing, administering, contributing to, or paying for the expenses of a
 political party, campaign, political action committee, or other organization
 established for the purpose of influencing the outcome of elections;
 - c. All funded applicants must understand that no appropriated funding made available under the grant program may be used, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express approval of DPS.

D. Reporting Requirements

Performance Measures

DPS is required to collect and submit data documenting the outcome or impact of the grant-funded activities for all funded applicants. To aid DPS in meeting this requirement all applicants who receive funding under this solicitation must provide data that measures the effectiveness and results of their work. Progress reporting will take place no later than 15 days after the end of each quarter using the form to be provided at contract award.

Progress Reports serve as the basis for the annual reporting performance to the Maine Legislature and must include performance information on implementation, activity, goals/objectives, and data metrics specific to your program. The Annual Report must be provided on the anniversary date of the grant award regarding the status of the program for which the grant was awarded. The report must include a description of how the grant funds were spent, the results of the program, and any recommendations for modification of the program, including any available information concerning the program's effectiveness in reducing

substance use disorder and recidivism. It is imperative that applicants review the data required prior to submitting their application.

The scope of your project will determine which performance measures will be required – an example is provided below.

Objective	Performance Measure	Baseline Number	Data Grantees Provide
To reduce substance use and recidivism by providing therapeutic	The number of participants enrolled in the program.		A. Total number of participants currently enrolled in the program B. Number of new participants admitted to the program
treatment services.	Percentage of participants successfully completing the program.		A. Total number of participants successfully completing the program B. The total number of participants who do not complete the program.
	Percentage of aftercare participants charged with drug or non-drug offenses(s)		A. Number of aftercare participants B. Number of aftercare participants charged with drug offenses(s) C. Number of aftercare participants charged with non-drug offense(s)
	Average treatment cost per participant		A. Total grant-funded expenditures this reporting period B. Total number of participants currently enrolled

PART III KEY PROCESS EVENTS

A. Submission of Questions

- 1. **General Instructions:** It is the responsibility of all Applicants and other interested parties to examine the entire RFA and to seek clarification, in writing, if they do not understand any information or instructions.
 - a. Applicants and other interested parties should use Appendix A (Submitted Questions Form) for submission of questions. The form is to be submitted as a WORD document.
 - **b.** Questions must be submitted, by e-mail, and received by the RFA Coordinator identified on the cover page of the RFA as soon as possible but no later than the date and time specified on the RFA cover page.
 - c. Submitted Questions must include the RFA Number and Title in the subject line of the e-mail. The Department assumes no liability for assuring accurate/complete/on time email transmission and receipt.
- 2. Question & Answer Summary: Responses to all questions will be compiled in writing and posted on the State's Office of State Procurement Services Grant RFPs and RFAs website. It is the responsibility of all interested parties to go to this website to obtain a copy of the Question & Answer Summary. Only those answers issued in writing on this website will be considered binding.

B. Amendments

All amendments released in regard to this RFA will be posted on the Office of State Procurement Services <u>Grant RFPs and RFAs</u> website. It is the responsibility of all interested parties to go to this website to obtain amendments. Only those amendments posted on this website are considered binding.

C. Application Submission

- **1. Applications Due:** Applications must be <u>received</u> no later than 11:59 p.m. local time, on the date listed on the cover page of the RFA.
 - a. Any e-mails containing original application submissions or any additional or revised application files, received after the 11:59 p.m. deadline, <u>will be rejected without</u> <u>exception</u>.
- **2. Delivery Instructions:** Applications must be submitted electronically to the State of Maine Office of State Procurement Services at proposals@maine.gov.
 - **a.** Only applications received by e-mail will be considered. The Department assumes no liability for assuring accurate/complete e-mail transmission and receipt.
 - i. Application submission e-mails that are successfully received by the proposals@maine.gov inbox will receive an automatic reply stating as such.
 - **b.** E-mails containing links to file sharing sites or online file repositories will not be accepted as submissions. Only e-mail application submissions that have the requested files attached will be accepted.
 - **c.** Encrypted e-mails received which require opening attachments and logging into a proprietary system will not be accepted as submissions. It is the Applicant's responsibility to check with its organization's information technology team to ensure

- that security settings will not encrypt its application submission.
- **d.** File size limits are 25MB per e-mail. Applicants may submit files across multiple e-mails, as necessary, due to file size concerns. All e-mails and files must be received by the due date and time as described above.
- **e.** Applicants are to insert the following into the subject line of their e-mail submission: "RFA# 202502027 Application Submission [Applicant's Name]".

3. Submission Contents

- a. Application submissions must include the Applicant's completed Application Form (found in Part V of the RFA) and all required information and attachments as stated in the form.
- **b.** The Application Form must be submitted as a single, typed, PDF file.
- **c.** Applicants are not to provide additional attachments beyond those specified in the RFA or Application Form for the purpose of extending their response. Materials not requested will not be considered part of the application and will not be evaluated.

PART IV APPLICATION EVALUATION AND SELECTION

A. Evaluation Process – General Information

- **1.** An evaluation team, composed of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFA.
- 2. Officials responsible for making decisions on the award selection will ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the applications and to ensure that all contracts are awarded to the Applicants that provide the best value to the State of Maine.
- 3. The Department reserves the right to communicate and/or schedule interviews/presentations with Applicants, if needed, to obtain clarification of information contained in the applications received. The Department may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations. Changes to applications, including updating or adding information, will not be permitted during any interview/presentation process and, therefore, Applicants must submit proposals that present their rates and other requested information as clearly and completely as possible.
- 4. Failure to respond to all questions and instructions throughout the RFA may result in the application being disqualified as non-responsive or receiving a reduced score. The Department, and its evaluation team, has sole discretion to determine whether a variance from the RFA specifications will result either in disqualification or reduction in scoring of a proposal.
- **B. Scoring Process:** The evaluation team will use a <u>consensus</u> approach to evaluate and score all sections listed below. Members of the review team will not score those sections individually but, instead, will arrive at a consensus as to assignment of points for each of those sections.
- **C. Scoring Weights:** The score will be based on a 100-point scale and will measure the degree to which each application meets the following criteria.

Scoring Criteria	Points Available	
Eligibility	Pass/Fail	
Qualifications and Experience	30	
Proposed Project	40	
Budget	30	
Total Points	100 points	

D. Selection and Award

- 1. Notification of conditional award selection or non-selection will be made in writing by the Department.
- 2. Issuance of this RFA in <u>no way</u> constitutes a commitment by the State to award a contract, to pay costs incurred in the preparation of a response to the RFA, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel, or any other costs incurred by the Applicant.

3. The Department reserves the right to reject any and all applications or to make multiple awards.

E. Contract Administration and Conditions

- **1.** The awarded Applicants will be required to execute a State of Maine Service Contract with the appropriate riders as determined by the issuing Department.
- 2. Allocation of funds is final upon successful negotiation and execution of the contract, subject to the review and approval of the State Procurement Review Committee. Contracts are not considered fully executed and valid until approved by the State Procurement Review Committee and funds are encumbered. No contract will be approved based on an RFP which has an effective date less than fourteen (14) calendar days after award notification to Applicants. (Referenced in the regulations of the Department of Administrative and Financial Services, Chapter 110, § 3(B)(i)). This provision means that a contract cannot be effective until at least 14 calendar days after award notification.
- **3.** Following the award, a Contract Administrator from the Department will be appointed to assist with the development and administration of the contract and to act as administrator during the entire contract period. Department staff will be available after the award to consult with the awarded Applicants in the finalization of the contract.
- **4.** In providing services and performing under the contract, the awarded Applicant must act as an independent contractor and not as an agent of the State of Maine.

PART V APPLICATION FORM

Applicants must use the Application Form embedded below to submit their application in response to this RFA.

The Application Form may be obtained in a Word (.docx) format by double clicking on the document icon below. Please note that the document embedded below will not be accessible if viewing the RFA in a web browser – download the RFA and view it in a desktop application to access any embedded documents.



APPENDIX A SUBMITTED QUESTIONS FORM

This form should be used by Applicants when submitting written questions to the RFA Coordinator.

If a question is not related to any section of the RFA, enter "N/A" under the RFA Section & Page Number. Add additional rows as necessary. Submit this document in WORD format, not PDF.

Organization Name:	

RFA Section & Page Number	Question



Memo to the Grants Committee

March 13, 2025

From: Liz Blackwell-Moore, Public Health Director

Subject: FY 2024 Substance Use Disorder Assistance Program grant application.

The Maine Department of Public Safety recently released a Request for Applications for the FY 2025 Substance Use Disorder Assistance Program. The purpose of the program is to assist persons with presumed substance use disorder using liaison strategies both before and after arrest to refer alleged low-level (non-felony) offenders into community-based treatment and support services. The program will run from April 1, 2025-March 31, 2026. The Department of Public Safety anticipates make multiple awards with \$500,000 in available funding.

The Department of Public Safety's Substance Use Disorder Assistance Program has previously funded the Pathways of HOPE program in 2023 – a collaboration between the Cumberland County Public Health Department and the Portland Recovery Community Center. To date, this program has served over 130 Cumberland County residents and supplied approximately 350 months of recovery housing to persons in the program. The SUD Assistance Program grant funding will fund the following:

- 1 FTE social service navigator at Portland Recovery Community Center
- Program management by the Behavioral Public Health Manager, Brandon Irwin, within the County Public Health Department
- Treatment and recovery housing funds
- Finance supports from Sadie Dalzell, Finance and Administrative Assistant, within the County Public Health Department

Adapted from existing deflection program models¹, Pathways of HOPE relies on several referral pathways. First, the self-referral pathway will receive anyone who voluntarily walks in the door at the Portland Recovery Community Center attempting to access services. In previous iterations of the program, many of these self-referred participants learn about the program through word-of-mouth. Second, the program will partner with local agencies from across the criminal legal system, including local law enforcement agencies (officers and behavioral health liaisons), treatment court, probation, and jail reentry to establish and/or strengthen pathways to the program. In these pathways, the program relies on personnel within the criminal legal system to identify potential participants and refer them to the program. In the past, this has in some cases also involved transportation to PRCC. Lastly, the program will receive referrals from community-based programs that interact with people who use drugs and who have current or are at risk of criminal legal system involvement. This pathway largely includes, but is not limited to, outreach workers who interact with the unhoused population.

Participation is voluntary but requires the individual to meet with a Peer Resource Navigator employed by PRCC to assess and identify unmet needs, receive referral information and be linked to services (as needed and applicable). Once the PRCC social service navigator has completed an assessment to identify the unmet needs of the person with an SUD, they support them to connect with recovery supports, treatment, recovery housing, or other social services to support them to get their needs met. If there is a financial barrier for getting into treatment or recovery housing, the grant can pay for up to \$3000 in treatment or a few months of recovery housing. (Number of months will depend on total funding awarded).

No matching funding is required for this grant and no additional funding will be needed from the County in order to complete the requirements of this grant.

¹ The Six Pathways: Frameworks for Implementing Deflection to Treatment, Services, and Recovery. Bureau of Justice Assistance (BJA)'s Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP), Center for Health Justice (June 2023).



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: 25-022 **Agenda Date**: 3/17/2025

Agenda Item Request:

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.

Background and Purpose of Request:

Requestor: Sandra Warren, Executive Department

The proposed \$1.2 million transfer from the Municipal Water & Sewer Infrastructure Contingency Fund to the North Windham Wastewater Treatment System Project aligns with SLFRF funding guidelines and will not impact other planned uses.

It is recommended that the Cumberland County Commissioners approve this transfer in accordance with SLFRF guidelines and established County infrastructure investment priorities.

The North Windham Wastewater Treatment System Project qualifies under SLFRF guidelines as it:

- Expands wastewater treatment capacity to support economic and residential growth.
- Enhances environmental sustainability by improving water quality.
- Aligns with Cumberland County's strategic investment in sustainable infrastructure.

Funding Amount and Source:

\$1,200,000.00, Water & Sewer Infrastructure State and Local Fiscal Recovery Funds (SLFRF) Program, established under the American Rescue Plan Act (ARPA),

Effective Date if Applicable: 03/17/2025



TO:	Board of County Commissioners
FROM:	Sandra Warren, Compliance and Audit Manager
DATE:	03/11/2025
SUBJECT:	Request for Transfer of Contingency Funds, North Windham Wastewater Treatment System Project

Requested Action: 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.

Background & Purpose of Request: The North Windham Wastewater Treatment System Project is a key initiative aimed at improving wastewater management, supporting economic development, and addressing environmental concerns in North Windham. This project aligns with the County's strategic goals of sustainable infrastructure development and compliance with state and federal environmental regulations.

This request represents a responsible and necessary financial decision to support a critical infrastructure project in Cumberland County. The current balance of the Municipal Water and Sewer Infrastructure Contingency Fund is sufficient to accommodate this transfer without negatively impacting other planned uses. The \$1.2 million transfer represents a strategic allocation of contingency reserves, ensuring that the funds are utilized effectively for a project that directly benefits the community. This transfer does not affect the County's overall budget but rather reallocates existing resources to meet urgent infrastructure needs.

The reallocation of contingency funds to the North Windham Wastewater Treatment System Project will serve as a catalyst to support additional ancillary projects initiated by the Town, which will have a ripple effect on the County administration, enhancing infrastructure and operational efficiency across multiple jurisdictions. Additionally, this transfer is consistent with Cumberland County's broader infrastructure investment goals and supports the well-being of the residents and businesses in the region.

The State and Local Fiscal Recovery Funds (SLFRF) Program, established under the American Rescue Plan Act (ARPA), allows for investments in water and sewer infrastructure as an eligible use of funds. This transfer aligns with SLFRF guidelines, which permit funding for projects that improve access to clean water, promote economic growth, and support resilient and sustainable communities. The North Windham Wastewater Treatment System Project meets these criteria by addressing critical infrastructure needs while supporting economic and environmental priorities in the region.

Funding Amount and Source:

• Amount: \$1,200,000.00

• Source: All funding is from the Water & Sewer Infrastructure Category of SLRFL funds.

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Effe	ctive	Date:
		Dute.

03/17/2025

Attachments:

Contingency Fund Balance Statement

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CONTINGENCY FUND BALANCE STATEMENT

I. Fund Overview

Fund Name: Municipal Water & Sewer Infrastructure Contingency Fund

Funding Source: State and Local Fiscal Recovery Funds (SLFRF) under ARPA

Current Balance (as of March 11, 2025): \$1,200,000.00

Proposed Transfer Amount: \$1,200,000.00

Recipient Project/ Department: North Windham Wastewater Treatment System Project

Remaining Balance After Transfer: \$0

II. Fund Utilization & Impact Assessment

The Municipal Water & Sewer Infrastructure Contingency Fund was established to support water and sewer infrastructure projects that align with the County's strategic goals and federal funding requirements. This transfer to the North Windham Wastewater Treatment System Project is within the allowable use of SLFRF funds and ensures the project remains on track without impacting other planned or emergency expenditures. The transfer will fully utilize the remaining contingency funds, but it will apply the funding to a project that can expend the funds within the required SLFRF deadline, ensuring compliance with federal regulations. This action meets the County's infrastructure needs and eliminates the risk of recapture by ensuring timely and eligible use of the funds.

III. Federal Guidance on Eligible Uses

Under the American Rescue Plan Act (ARPA), the State and Local Fiscal Recovery Funds (SLFRF) Program provides direct funding to municipalities for infrastructure improvements, including investments in water and sewer systems. Treasury guidance explicitly allows funding for:

- 1. Wastewater Infrastructure: Supporting the development, improvement, and expansion of publicly owned wastewater treatment facilities.
- 2. Stormwater & Sewer Upgrades: Addressing environmental concerns and mitigating potential health hazards.
- 3. Economic Development Support: Enabling infrastructure investments that promote local economic growth and attract businesses.

The North Windham Wastewater Treatment System Project qualifies under SLFRF guidelines as it:

- Expands wastewater treatment capacity to support economic and residential growth.
- Enhances environmental sustainability by improving water quality.
- Aligns with Cumberland County's strategic investment in sustainable infrastructure.



IV. Prior County Approvals & Precedents

Previous Cumberland County Commission approvals for SLFRF funding in the amount of \$1,530,000.00 in support of the North Windham Wastewater Treatment System Project. The County has historically leveraged unallocated/contingency funds for high priority infrastructure needs that support long term economic and environmental goals.

 This transfer ensures compliance with both Treasury guidance and County financial policies, maintaining fiscal responsibility while advancing regional infrastructure objectives.

Approved SLFRF Municipal Water Sewer Grants as of 12/31/2024

Project Name	Type of Project	Current Amount	Requested Revised amount
County: Municipal Water & Sewer Grant Program Various Projects to be funded to Towns/Cities	Contingency funding for subawards funded through the Municipal Water & Sewer grant program.	\$1,200,000.00	\$0
Town of Bridgton- Sewer Main Extension	Municipal water and sewer infrastructure investments	\$450,000.00	\$450,000.00
Town of Brunswick- Bay Bridget Public Water Supply	Municipal water and sewer infrastructure investments	\$1,500,000.00	\$1,500,000.00
Town of Pownal- PCWA Infrastructure	Municipal water and sewer infrastructure investments	\$19,243.98	\$19,243.98
Town of Windham -North Windham Wastewater Treatment System	Municipal water and sewer infrastructure investments	\$1,530,000.00	\$2,730,000.00

V. Conclusion & Recommendation

The proposed \$1.2 million transfer from the Municipal Water & Sewer Infrastructure Contingency Fund to the North Windham Wastewater Treatment System Project aligns with SLFRF funding guidelines and will not impact other planned uses.

It is recommended that the Cumberland County Commissioners approve this transfer in accordance with SLFRF guidelines and established County infrastructure investment priorities.



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: 25-023 Agenda Date: 3/17/2025

Agenda Item Request:

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.

Background and Purpose of Request:

Requestor: James Gailey, County Manager

The County, whose Sheriff Office is in much need of a greater presence in the Lakes Region, would receive upwards of 3,000 square feet of space within the fire station for a super-substation. This would provide a greater presence in the area the Sheriff's Office primarily serves. This is an initial step in providing resources in the areas the Deputies serve. The MOA is for 40 years and provides the County an escape clause if so warranted. The Commissioners have been updated along the way on this project. Both the Town and the County are at a point where a binding document is an appropriate next step.

Funding Amount and Source:

ARPA \$1.2M for Sewer Ext (approval under a separate agenda item) **Effective Date if Applicable:**

To Be Determined



TO:	Cumberland County Commissioners		
FROM:	James H. Gailey		
DATE:	March 17, 2025		
SUBJECT:	MOA with Town of Windham		

Requested Action:

Authorize the County Manager to signed the Memorandum of Agreement between the Town of Windham and Cumberland County for space within the proposed town fire station.

Background & Purpose of Request:

The Town of Windham and Cumberland County have been in discussions for over a year concerning a partnership that would use ARPA funds to help in the development cost of the Town's proposed new fire station. The ARPA funds would be for the extension of the sewer line down Franklin Drive to service the proposed station. This is part of the Town's bigger sewer development that is currently underway. The County, whose Sheriff Office is in much need of a greater presence in the Lakes Region, would receive upwards of 3,000 square feet of space within the fire station for a super-substation. This would provide a greater presence in the area the Sheriff's Office primarily serves.

This arrangement would amend the current ARPA sewer subrecipient contract with the Town of Windham to include an additional 1.2 million in ARPA funds.

The interior space designed for the Sheriff's Office would be fitted out by the County. The ongoing cost of building operations (lights, heat, etc.) would be through a simple formula for annual cost sharing between our organizations based on square footage and shared spaces.

Currently, the Town is going through a site design process through a committee working with Great Falls Construction. The County is participating in the committee process. The Town's objective is to have design and pricing for the project before the voters in 2025.

This is an initial step in providing resources in the areas the Deputies serve.

The MOA is for 40 years and provides the County an escape clause if so warranted.

The Commissioners have been updated along the way on this project. Both the Town and the County are at a point where a binding document is an appropriate next step.

Funding Amount and Source: ARPA 1.2M for Sewer Ext (approval under a separate item)

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Attachments:	Proposed Memorandum of Agreement					
Agenda Item Num	ıber:	Date on Agenda:				
Result						
Mover:	Seconder:					
Vote Tally:						
Vote Result:						
Roll Call Vote if M	leeting Remotely:					
	Ç					
		Chair of Board, Date				

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MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF WINDHAM AND THE CUMBERLAND COUNTY

This Memorandum of (the "Agreement") is made this _____ day of _____, 2025, by and between the TOWN OF WINDHAM, with a principal place of business at 8 School Road, Windham, Maine, ("Town"); and CUMBERLAND COUNTY, with a principal place of business at 142 Federal Street, Portland, Maine ("County").

WHEREAS, the Town and the County are both public organizations committed to providing essential public services for members of the public, both in the Town of Windham and in Cumberland County; and

WHEREAS, the Town has entered into a purchase and sale agreement to purchase a parcel of land, approximately five (5) acres in size, located at 795 Roosevelt Trail (off Franklin Drive), shown in the Windham Tax Assessor's Records as Tax Map 70, Lot 14 ("Property"), for the purpose of developing a new fire station ("Fire Station") on the Property over the next 18-24 months; and

WHEREAS, the Town has already allocated funds for the design of the building, and has selected Great Falls Construction ("Great Falls") as the design-build team that will design the building and site layout, and the Town will work to develop the cost for the Fire Station; and

WHEREAS, the County needs office space for a regional department of the Cumberland County Sheriff's Office located in Windham to house its Sheriff patrol division ("Sheriff Patrol Office"), which would require approximately 3,000 square feet of office space; and

WHEREAS, the Fire Station will be of sufficient size to provide office space for the Sheriff Patrol Office; and

WHEREAS, the construction and operation of the Fire Station, and location of the Sheriff Patrol Office in the same public safety building, is in the public interest of the residents of Windham and Cumberland County; and

WHEREAS, the Town will be responsible for acquiring the necessary property interests for the development and construction of the Fire Station; and

WHEREAS, the Town is willing to allow the County to use space at the Fire Station to house the Sheriff Patrol Office; and

WHEREAS, the County is willing to allocate \$1,200,000 of its American Rescue Plan Act ("ARPA") Clean Water Infrastructure Funding to help finance the Town's extension of the sewer system to the new Fire Station; and

WHEREAS, the Town and the County desire to memorialize an agreement defining responsibilities of each party for the potential design, construction, permitting, siting, operation, funding, and construction of the Fire Station;

NOW THEREFORE, in consideration of the foregoing and the promises and material obligations contained herein, the Town and the County agree as follows:

- 1. The overall arrangement between the parties is that the Town will provide the County with approximately 3,000 square feet of office space at the new Fire Station for the County's use as the Sheriff Patrol Office, in exchange for the County's allocation of \$1,200,000 of its ARPA funds for a public sewer extension down Franklin Drive, a town way.
- 2. For purposes of compliance with federal grant regulations, the Town of Windham is designated as a Subrecipient of the County's American Rescue Plan Act (ARPA) funds. The Town agrees to adhere to the requirements outlined in 2 CFR 200.331–200.333.
- 3. The Town shall be solely responsible for the long-term maintenance, repairs, and future expansion of the sewer infrastructure funded through the County's ARPA contribution. The County shall bear no responsibility for operational, repair, or expansion costs beyond its initial contribution.
- 4. The Town and the County will work collaboratively and in good faith at all times during the development and construction of the Fire Station at the Property.
- 5. In conjunction with the development of the Fire Station, the Town shall undertake the following actions:
 - a. Close on the purchase of the Property, which is currently under a purchase and sale agreement with the current owner. The closing on the Property is anticipated to occur within ____ months of the date of this Agreement.
 - b. Appoint a building committee ("Committee") to work with Great Falls for the design of the building and site layout, and to develop the project budget for the new Fire Station. The Committee will include the County Manager, or his/her designee, as a representative.
 - c. Share with the County all relevant materials in connection with the design and construction of the Fire Station, including without limitation, the Town's RFQ/RFP process used to hire the design/build team, documents related to a comparable new fire station in Windham, and preliminary concepts on a site layout and usage for the new Fire Station.
 - d. Negotiate and execute a guaranteed maximum price construction contract with Great Falls.
 - e. Seek voter approval to issue bond financing for the project, which is likely to occur in either 2025 or 2026.
 - f. Take all steps necessary to extend the sewer infrastructure down Franklin Drive to accommodate the new Fire Station, which work is likely to occur in 2025.
- 6. The County agrees to undertake the following actions:

- a. Allocate ARPA funds, in the amount of \$1,200,000, for an extension of the existing sewer infrastructure down Franklin Drive to the Fire Station, in compliance with all applicable federal ARPA requirements.
- b. Perform all necessary work for the fit-up of the Sheriff Patrol Office, including without limitation, installation of desks, filing cabinets, cubicles, wall partitions, etc. Before commencing any fit-up work at the Property, the County shall deliver to the Town, and obtain the Town's approval of, (a) names of contractors, subcontractors, and materialmen; (b) evidence of contractors' and subcontractors' insurance; and (c) any required governmental permits.
- c. Cooperate with the Town, to the extent needed, in obtaining all applicable licenses, permits and approvals for the actions contemplated by this Agreement per federal, state and local laws, and be a co-applicant on necessary permits if required as owner of the property.
- 7. Once the Fire Station has been constructed, enter into a cost-sharing arrangement with the Town, based on a simple formula based on square footage and shared spaces, to contribute towards the ongoing prorated operating costs of the Fire Station building, which shall include without limitation, water/sewer, electricity, heat, and other utilities, and additional general costs related to the care and maintenance of the building and grounds. To account for inflation and operational cost increases, the parties shall conduct a financial review every 5 years to evaluate cost-sharing adjustments based on actual building operational expenses. If operational costs increase by more than 5% per year, the parties shall negotiate an equitable adjustment to the cost-sharing arrangement. All long-term maintenance, repair, and expansion costs are the Town's sole responsibility beyond the County's initial ARPA-funded contribution.
- 8. For purposes of this Agreement, the County's investment in the sewer extension of \$1,200,000 (using ARPA funds) shall be credited to the County at \$30,000 per year for forty (40) years and shall serve as compensation for the County's occupancy of the Sheriff Patrol Office at the Fire Station. No later than two (2) years prior to the expiration of said 40-year period, the parties will agree to conduct a joint review of the future occupancy costs at the Fire Station at that time, and will develop a compensation model and plan that fairly and reasonably reimburses the Town for the future office space that is apportioned for the Sheriff Patrol Office, as well as for any services provided by the Town at the Property. The parties will agree to negotiate in good faith at that time to reach a formalized agreement for an equitable cost-sharing of the shared office space at the Fire Station.
- 9. The County shall have the right to terminate this agreement with 12 months advance written notice if: (a) the County determines that continued participation is not financially or operationally feasible; (b) federal or state funding conditions change, making continued participation non-compliant or impractical; or (c) the Sheriff Patrol Office is permanently vacated due to changes in County operations. Upon termination, the Town shall assume full ownership of the sewer infrastructure, and no further financial obligation shall be required from the County.
- 10. Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to the terms of this

Agreement. Each party shall use all reasonable efforts to provide such information, execute such further instruments and documents and take such action as may be reasonably requested by the other party; provided however, that such actions are not inconsistent with the provisions of this Agreement and do not involve the assumption of obligations other than those which are provided for in this Agreement to carry its intent.

- 11. Except as otherwise explicitly provided herein, no party to this Agreement shall have any responsibility whatsoever with respect to services which are to be provided or contractual obligations which are to be assumed by any other party and nothing in this Agreement shall be deemed to constitute a partnership, agency relationship or other business venture between the Parties or to create any fiduciary relationship between the Parties.
- 12. Unless otherwise provided herein, any notice or communication which is required or permitted to be given hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, with a copy sent by overnight mail, courier, electronic transmission, or telecopy, as follows:

To the Town: Barry Tibbetts, Town Manager

Town of Windham 8 School Road

Windham, Maine 04062

Email: batibbetts@windhammaine.us

To the County: James H. Gailey, County Manager

Cumberland County 142 Federal Street Portland, Maine 04101

Email: gailey@cumberlandcounty.org

Changes in the respective names and addresses to which such notices may be directed may be made from time to time by any party by written notice to the other parties.

- 13. The waiver by any party of a default or of a breach of any provision of this Agreement by any other party shall not operate or be construed to operate as a waiver of any subsequent default or breach.
- 14. The provisions of this Agreement shall constitute the entire agreement between the parties and may be modified only by written agreement duly executed by both parties.
- 15. This Agreement shall remain in effect for the 40-year period set forth in Section 5, unless earlier terminated by mutual agreement of the parties. In the event that the County permanently vacates the Property or otherwise terminates the Agreement prior to the end of the 40-year period, the County's office space for the Sheriff Patrol Office shall revert to the Town's sole use, and no reimbursement of the amounts provided by the County under Section 4(a) of this Agreement shall be required. For the avoidance of doubt, the County shall not sublease or sublet the Sheriff Patrol Office at any time without the prior written consent of the Town.

- 16. In the event that the Town proceeds to site and construct the Fire Station as contemplated by this Agreement, and the County locates its Sheriff Patrol Office at the Property, and any further agreements between the parties are needed, such agreements shall be negotiated and shall be subject to approval by the respective governing bodies of the parties; provided that this Agreement shall in no way obligate either party to enter into any further agreements.
- 17. In the event that the Town does not proceed with the Fire Station at the Property as contemplated by this Agreement, and instead proceeds to site and construct the Fire Station at an alternate location, the County reserves the right, through this Agreement, to locate its Sheriff Patrol Office in such alternate location under the same terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized representatives as of the day and year first written above.

TOWN OF WINDHAM

By:
Name: Barry Tibbetts
Title: Town Manager

CUMBERLAND COUNTY



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: REV 25-05 Agenda Date: 3/17/2025 Agenda #:

Agenda Item Request:

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).

Background and Purpose of Request:

Requestor: Chief Deputy Brian Pellerin

Support the Sheriff's Office in developing a Mental Health Liaison program for the 15 county municipalities that the Sheriff's Office provides law enforcement services to.

This position will be funded through The Opportunity Alliance in conjunction with their Crisis Response program as funded and coordinated through the state of Maine. This position would work directly with Deputies in the field in a co-response model and referral program for Mental Health related calls for service. This would include responses to residential calls as well as mental health related calls to the multiple schools in our patrol areas.

The Opportunity Alliance currently has an MOU with the City of Portland provides Portland PD with two mental health liaisons. There is another position based in the Town of Bridgton.

Presentation: Yes

Funding Amount and Source:

This position would be funded through The Opportunity Alliance and supported through claims submitted directly to MaineCare, Medicare and other private insurers for those individual beneficiaries receiving services through this program. There would be no costs associated with Cumberland County.

Effective Date if Applicable:



POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners		
FROM:	Chief Deputy Brian Pellerin		
DATE:	February 7, 2025		
SUBJECT:	MOU Between CCSO and The Opportunity Alliance – Mental Health Liaison		

Requested Action:

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).

Support the Sheriff's Office in developing a Mental Health Liaison program for the 15 county municipalities that the Sheriff's Office provides law enforcement services to.

Background & Purpose of Request:

This position will be funded through The Opportunity Alliance in conjunction with their Crisis Response program as funded and coordinated through the state of Maine. This position would work directly with Deputies in the field in a co-response model and referral program for Mental Health related calls for service. This would include responses to residential calls as well as mental health related calls to the multiple schools in our patrol areas.

This is initially intended be a pilot program with the hopes of developing a more compressive program that will have trained mental health responders imbedded with our staff. The LECRL will also have the ability to receive and track law enforcement mental health referrals for follow up and connecting those in need with available community resources.

The Opportunity Alliance currently has an MOU with the City of Portland provides Portland PD with two mental health liaisons. There is another position based in the Town of Bridgton.

Funding Amount and Source:

This position would be funded through The Opportunity Alliance and supported through claims submitted directly to MaineCare, Medicare and other private insurers for those individual beneficiaries receiving services through this program. There would be no costs associated with Cumberland County.

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

- Draft MOU Dated March 1, 2025
- CCSO Mental Health Related calls for service for calendar years 2023 and 2024

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



CUMBERLAND COUNTY SHERIFF'S OFFICE

- Kevin J. JoyceSHERIFF
- Brian R. Pellerin
 CHIEF DEPUTY

36 County Way, Portland, Maine 04102

Phone (207)774-1444 - fax (207)828-2373

Effective Date: March 1, 2025

Revision Date: March 1, 2026

The Opportunity Alliance Law Enforcement Crisis Response Liaison

Memorandum of Understanding between The Opportunity Alliance and the Cumberland County Sheriff's Office

Objective

In a joint effort of The Opportunity Alliance (TOA) and the Cumberland County Sheriff's Office (CCSO), we have created the Memorandum of Understanding (MOU) to promote the effective utilization of the TOA Crisis Service Law Enforcement Liaison Service. The Law Enforcement Crisis Response Liaison position (LECRL) at TOA was developed to strengthen the partnership between law enforcement and mental health services in order to better serve our communities and people experiencing a mental health crisis.

Shared Goals

The shared goal of TOA and the CCSO in creating this MOU is to produce the following results in support of the (LECRL) position.

- Effective collaboration between TOA and CCSO.
- Coordinated and regular communication across the program between the CCSO administration and TOA.
- Shared accountability for supporting the work of the Law Enforcement Crisis Response Liaison.
- Continuous quality improvement strategies to promote meeting identified service outcomes.
- Promotion of the best practice models that support the work of CCSO Deputies, mental health providers, and the community.

Roles and Responsibilities

- The role of TOA LECRL is to support CCSO in their efforts to stabilize individuals experiencing a mental health crisis by providing crisis assessment and intervention planning, risk determination for harm to self or others, and general mental health consultation.
- The role of the TOA Crisis Director is to provide staff development, administrative oversight, and clinical supervision of the LECRL. The Crisis Director is also responsible for collaborating closely with the CCSO Mental Health Supervisor to effectively coordinate and support the LECRL in achieving the stated goals of



- the MOU. Performance management of the LECRL will be completed by the TOA Crisis Director with input from the CCSO Mental Health Supervisor.
- The role of the CCSO Mental Health Supervisor is to work collaboratively with the TOA Crisis Director and to provide on-site direction and support as necessary for the LECRL.
- TOA Human Resources and CCSO will work closely together to assure the employment policies, work safety standards, and on-boarding processes for the LECRL are congruent with TOA Human Resource policies and the needs of CCSO.

Expectations within the Law Enforcement Crisis Response Liaison

In signing this MOU, TOA Crisis Services agrees to the aforementioned goal and will work toward achieving results by:

- To employ and maintain the TOA staff LECRL. The LECRL will be collocated within the CCSO and works closely with the CCSO Mental Health Supervisor in providing mental health crisis services. The LECRL will be an employee of the TOA and not a County employee. Selection, pay and benefits for this position will be the sole responsibility of the TOA. As this position will have access to legally confidential material, the TOA LECRL will be subject to a CCSO criminal background check to assure agency accreditation standards and legal compliance with State and Federal electronic databases and record information systems.
- The LECRL will report to the CCSO at the start of each shift to check in with the CCSO Mental Health Supervisor. The LECRL will maintain consistent communication with the CCSO Mental Health Supervisor in regards to any changes to their schedule.
- TOA will be responsible and have final authority over all aspects of the TOA agency employment requirements and policy around the LECRL. The TOA Senior VP of Human Resources and the CCSO will resolve any inconsistency of workplace policy across the two entities and promote successful on-boarding of the LECRL.
- TOA Crisis Director will work closely with the CCSO Mental Health Supervisor in the supervision of the LECRL. The Crisis Director is the formal TOA supervisor of the LECRL; however the CCSO Mental Health Supervisor will provide on-site direction and support for the LECRL.
- TOA will initiate and assemble an annual review of this MOU within 30 days of the renewal date. It will be scheduled so that the Sheriff of Cumberland County and the President and CEO of TOA can be present to authorize renewal of this MOU.
- TOA will develop and maintain Business Associate Agreements (BAA) with the CCSO that allow for sharing of client information that is necessary to promote the goal and results of this MOU.

In signing this MOU, CCSO agrees to the aforementioned goals and will work toward achieving results by:

- The CCSO Mental Health Supervisor will provide on-site direction and support for the LECRL and work closely with the TOA Crisis Director on any identified needs to support the LECRL in the practice.
- In an effort to enhance communication and collaboration, the CCSO Mental Health Supervisor will attend a TOA Crisis Staff meeting at least once a month.
- CCSO will attend the TOA annual review of this MOU that will be scheduled so that the Sheriff of Cumberland County and the President and CEO of TOA can be present to authorize renewal of the MOU.

In signing this MOU, TOA and CCSO agree to further support the LECRL position by expecting the TOA Crisis Director and CCSO Mental Health Supervisor to:



- Meet monthly with the LECRL in a co-supervision session to assure the goals of this MOU are being achieved.
- TOA will offer support and trainings to the Cumberland County Sheriff's Office as requested to enhance the knowledge and understanding of various mental health and substance use topics.

Termination of MOU by Agreement

Portland, Maine

This agreement will require an annual review and will remain in effect until either party withdraws from the agreement or finds it necessary to make adjustments to the document. Either party upon 30 days may terminate this agreement through written notice.

Sheriff Kevin J. Joyce Cumberland County Sheriff Portland, Maine	Date	
Carah Maxwell	2/6/25	
Sally Maxwell Chief Operating Officer	Date	
The Opportunity Alliance		



<u>Cumberland County Sheriff's Office</u> Mental Health Related Calls for Service



Year 2023

Nature of Incident	Total	Incidents
911 Cell Hangup		13
911 Hangup		5
911 Misdial		3
Agency Assistance		57
Alarm		1
Animal Problem		1
Assault - Simple		4
Attempt to Locate		12
Burglary		1
Canine Call		4
Child Abuse or Neglect		1
Citizen Assist		78
Citizen Dispute		5
Community Policing		1
Court Service		2
Criminal Mischief		4
Criminal Trespass		5
Death Unattended/Attended		10
Disturbance		57
Domestic Violence		4
Domestic Assault		8
Domestic Verbal Argument		14
Controlled Substance Problem		2
Evidence Technician Workorder		2
Escort		3
Incident Follow Up		1
Fraud		2
Harassment		5
Information Report		10
Juvenile Problem		24
Mental Health Event		467
Misconduct		11
Missing / Lost Person		23
Noise Complaint		8 1
Operating Under Influence		
Overdose Pedestrian Check		35
		10 22
Runaway Juvenile Search Warrant		
		1
Sex Offender Reg Verification Sex Offense		4 3
Sex Offender Registry		1
		1
Speed Complaint Suicide/Attempted Suicide		60
parciae/Accembrea parciae		00

Suspicious Person/Circumstance	22
Theft	1
Threatening	7
Traffic Violation	1
Vagrancy	1
Wanted Person	3
Welfare Check	78

1099

Total Incidents for This Report:

All dates between `00:00:01 01/01/23` and `23:59:59 12/31/23`

All agencies matching `0300`

All natures

All locations

All responsible officers

All dispositions

All clearance codes

All observed offenses

All reported offenses

All offense codes





<u>Cumberland County Sheriff's Office</u> Mental Health Related Calls for Service



Year 2024

Nature of Incident	Total	Incidents
911 Cell Hangup		 6
911 Hangup		6
911 Misdial		8
Accident w/ Property Damage		1
Agency Assistance		103
Alarm		1
Assault - Simple Attempt to Locate		16 4
Burglary to Motor Vehicle		1
Canine Call		6
Citizen Assist		112
Citizen Dispute		7
Civil Dispute		2
Court Service		5
Criminal Mischief		2
Criminal Trespass		9
Death Unattended/Attended		10
Disorderly Conduct		4
Disturbance		62
Domestic Violence Domestic Assault	// ==	2 3
Domestic Assault Domestic Verbal Argument		20
Drug Recognition Expert		_ 1
Escort		2
Family Fight		2
FI Mental Health		1
Found Property		2
Fraud		2
Harassment		22
Information Report		12
Intoxicated Person		1
Juvenile Problem Lost Property		4 6 3
Mental Health Event		538
Misconduct		4
Missing / Lost Person		18
Noise Complaint		2
Operating Under Influence		1
Overdose		39
Pedestrian Check		6
Prowler		1
Runaway Juvenile		20
Sex Offender Reg Verification		3
Sex Offense		7
Sex Offender Registry		1

Suicide/Attempted Suicide	61
Suspicious Person/Circumstance	19
Theft	2
Threatening	8
Traffic Violation	2
Truancy	1
Wanted Person	1
Weapons Offense	4
Welfare Check	85

Total Incidents for This Report: 1307

Report includes:

All dates between `00:00:01 01/01/24` and `23:59:59 12/31/24`

All agencies matching `0300`

All natures

All locations

All responsible officers

All dispositions

All clearance codes

All observed offenses

All reported offenses

All offense codes

All circumstance codes matching

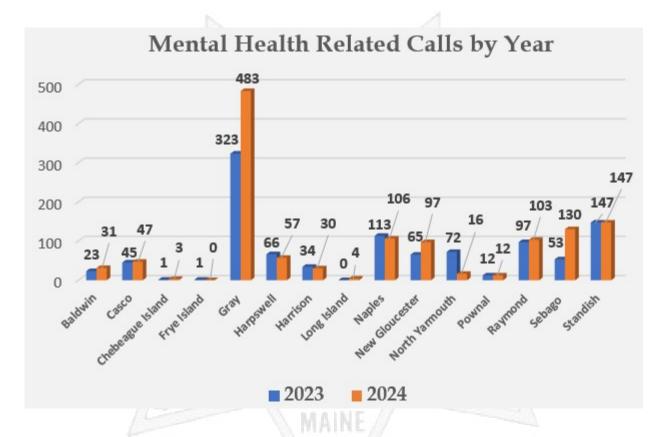
MAINE

TO: Chief Deputy Brian Pellerin

FROM: Wendy Clark-Tarbox, Crime Analyst

DATE: January 3, 2025

SUBJECT: ANALYSIS OF MENTAL HEALTH RESPONSE DATA



Mental Health Calls for Service

Points of Interest -

- ➤ In 2023, we responded to <u>1099</u> mental health related calls. In 2024, we responded <u>1307</u> calls. Included in the totals are <u>88</u> calls for District 5 (<u>47</u> in 2023 and <u>41</u> in 2024). Calls increased in 2024 by 18.9%.
- ➤ Of note, suicides increased in 2024 by 60%. Five (5) suicides were reported in 2023 and eight (8) were reported in 2024. The method of the suicides was by gunshot (7), hanging (4), drowning (1) and by vehicle (1).

➤ The towns with the most mental health related calls in both time periods were Gray and Standish.

In Gray in 2023, there were <u>323</u> calls and in 2024 there were <u>483</u> calls. The calls increased in 2024 by 49.5%. A total of nineteen (19) group homes were noted in the incidents in both periods.

In Standish in 2023, we responded to $\underline{147}$ mental health related calls. In 2024, we also responded to $\underline{147}$ calls. A total of three (3) group homes were noted in the incidents in both periods.

Mental Health Calls by Month and Districts

Points of Interest -

➤ In 2023, the district with the most mental health related calls was District 3. The month with the most calls was December.

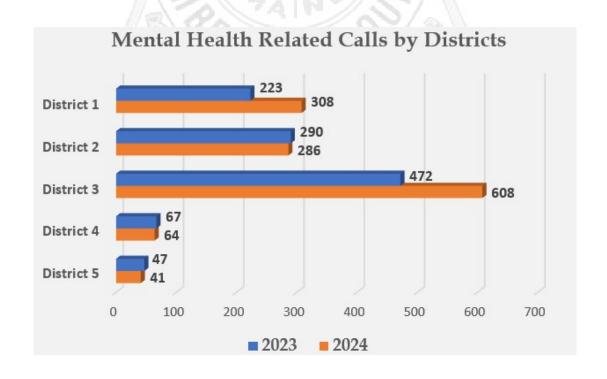
Year 2023

	District 1	District 2	District 3	District 4	District 5	<u>Total</u>
January	8	19	36	9	1	73
February	19	16	36	4	2	77
March	17	17	43	2	5	84
April	12	26	29	4	5	76
May	18	22	30	1	5	76
June	19	24	31	7	5	86
July	22	28	25	5	4	84
August	24	27	35	3	4	93
September	19	25	49	6	2	101
October	23	27	40	9	5	104
November	22	24	55	6	4	111
December	20	35	63	11	5	134
	223	290	472	67	47	1099

➤ In 2024, the district with the most mental health related calls was District 3. The month with the most calls was October.

Year 2024

	District 1	District 2	District 3	District 4	District 5	<u>Total</u>
January	23	23	64	3	3	116
February	10	19	28	2	1	60
March	32	24	39	5	3	103
April	29	16	42	4	5	96
May	22	23	56	3	2	106
June	19	19	59	10	4	111
July	23	26	44	8	3	104
August	39	30	58	7	4	138
September	27	27	79	4	6	143
October	31	35	68	9	5	148
November	30	22	38	6	3	99
December	23	22	33	3	2	83
	308	286	608	64	41	1307





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. Two Public Hearings Required.

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

Attachements: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



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.

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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

Rev. 2023 Page | 1



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 17^{th} and April 22^{nd} . A final vote by the Commissioners endorsing the 2025 Annual Action Plan is scheduled for the April 22^{nd} meeting. The Annual Action Plan will be submitted to HUD on May 15^{th} or 60 days after the County receives our 2025 formula allocation from HUD.

The purpose of this report in 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.	Total Administrative Costs :	\$307,000
	County Administration	\$ 205,000
	South Portland Administration	\$ 65,000
	Bridgton Administration	\$ 37,000
2.	County Community & Regional Grants:	\$727,807
3.	Town of Bridgton Activities:	\$163,000
4.	City of South Portland Activities:	\$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



- 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 5^{th} 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.



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.

<u>County-Wide Alpha One – Critical Access Ramp Program</u>

\$ 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.

<u>Town of Windham – Forbes Lane Neighborhood Park</u>

\$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.



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
<u>Public Services</u>	\$ 30,180
Community Center Navigator Program	\$ 17,680
Bridgton Food Pantry	\$ 12,500
Admin and Planning	\$ 37,000
Program Administration	\$ 37,000

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
Port Resources Housing Rehab	\$ 22,500



<u>Public Services</u>	\$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

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 Fundin	g:		\$ 1,543,932.00
Estimated Formula Allocation: South Portland Allocation			\$ 1,543,932.00	
			\$ 418,945.00	
County Allocation			\$ 932,807.00	
Bridgton Allocation			\$ 192,180.00	



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: 25-025 **Agenda Date:** 3/17/2025

Agenda Item Request:

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

Background and Purpose of Request:

Requestor: James Gailey, County Manager

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

Cumberland County

Cumberland County Commissioners

142 Federal Street, Portland, Maine 04101 207-871-8380 • cumberlandcounty.org



PROCLAMATION

National Public Safety Telecommunicators Week April 13 – 19, 2025

Whereas emergencies can occur at any time that require police, fire or emergency medical services; and,

Whereas when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

Whereas the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who call the Regional Communications Center; and,

Whereas Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

Whereas Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,

Whereas CCRCC staff answered a total of 104,349 calls that included 34,677 PSAP (911) calls in 2024 for the nineteen communities and USM who represent the service area;

Whereas Cumberland County Public Safety Telecommunicators have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

Whereas each CCRCC staff member has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

Whereas the CCRCC staff, through the past couple of years, have been extremely flexible and committed to the Center, assuring staffing levels remained strong and continuing to make sure a high level of service is provided to Public Safety agencies countywide;

Now, Therefore, Be It Proclaimed that the Board of County Commissioners of Cumberland County designates the week of April 13 through 19, 2025 to be National Public Safety Telecommunicators Week in Cumberland County, in honor of the individuals whose diligence and professionalism keep our county and citizens safe.

Cumberland County Commissioners

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ed this day of, 2025	
Thomas Tyler District Two	Jean-Marie Caterina District One
Stephen F. Gorden District Three	Patricia Smith District Four
	F. Cloutier trict Five



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: 25-026 **Agenda Date**: 3/17/2025 **Agenda #**:

Agenda Item Request:

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

Background and Purpose of Request:

Requestor: James H. Gailey, County Manager

Proclamation recognizing National Community Development week as April 19 - 25 of this year.

Cumberland County Commissioners

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PROCLAMATION

National Community Development Week April 21-25, 2025

WHEREAS, the U.S. Department of Housing and Urban Development implemented the Community Development Block Grant (CDBG) Program in 1974 for the purpose of providing local governments with the financial resources to assist low and moderate income persons; and

WHEREAS, the County of Cumberland has utilized nonprofit and community-based organizations to address community improvements and human needs; and

WHEREAS, the week of April 21-25, 2025 has been designated as National Community Development Week by the National Community Development Association to celebrate the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program; and

WHEREAS, the CDBG Program provides annual funding and flexibility to local communities like Cumberland County to provide decent, safe and affordable housing, a suitable living environment, and economic opportunities to low- and moderate-income people; and

WHEREAS, the HOME Program provides funding to local communities to create decent, safe, and affordable housing opportunities for low-income persons;

WHEREAS, the County of Cumberland and its partnering local governments have clearly demonstrated the capacity to administer the CDBG Program to identify, prioritize and resolve pressing local problems; and

WHEREAS, over the past nineteen years, Cumberland County has received over \$26,500,000 in CDBG funds and since 2012 \$4,000,000 in HOME funds;

WHEREAS, the Community Development Office, not only processed and distributed the County's \$1,556,118 CDBG allocation and \$325,000 HOME allocation last year, to qualified individuals, businesses, non-profits and towns within Cumberland County; and

NOW, THEREFORE, BE IT PROCLAIMED by the Board of County Commissioners of Cumberland County, Maine, that said Board hereby designates the week of April 21-25, 2025 as National Community Development Week in Cumberland County and encourage all citizens of Cumberland County to support community development activities this month and throughout the year because our vibrant communities provide the foundation for a high quality of life for our residents.

Signed this day of, 2025	
Jean-Marie Caterina District One	Thomas Tyler District Two
District One	District Two
Stephen F. Gorden District Three	Patricia Smith District Four
	F. Cloutier rict Five



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: 25-027 Agenda Date: 3/17/2025 Agenda #: *

Agenda Item Request:

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.

Background and Purpose of Request:

Requestor: Amy Jennings, Human Resources

County staff to review status negotiations and wage and benefits proposals from the National Corrections Employees Union (NCEU) and the Teamsters Corrections Supervisor Union for consideration and guidance.



TO:	Board of County Commissioners	
FROM:	Amy Jennings, Human Resources Director	
DATE:	March 6, 2025	
SUBJECT:	Executive Sessions	

Requested Action:

Authorize the County Commissioners to enter into Executive Session in accordance with 1 M.R.S.A. §405 (6) (D) for the opportunity to discuss contract negotiations with the National Corrections Employees Union and the Teamster Corrections Supervisor Union.

Background & Purpose of Request:

County staff would like to review status negotiations and wage and benefits proposals for consideration and guidance for the following:

March 2025: National Corrections Employees Union and Teamster Corrections Supervisor Union April 2025: Cumberland County Communications Association and Teamster Law Enforcement Union

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