

Cumberland County

142 Federal St
Portland, ME 04101



Agenda - Final

Monday, June 12, 2023

5:30 PM

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

Board of Commissioners

Chair Neil Jamieson, District 1

James Cloutier, District 5

Stephen Gorden, District 3

Patricia Smith, District 4

Susan Witonis, District 2

CALL TO ORDER

ATTENDANCE

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

[CD 23-004](#) Approval of the minutes, May 8, 2023, meeting of the Board of Commissioners

Attachments: [Meeting Minutes May 8 2023](#)
[May 8 Minutes Attachments](#)

INFORMATIONAL REPORT/PRESENTATIONS

[CD 23-005](#) Informational Report - GFOA Certificate for 2021

Attachments: [Report - GFOA Certificate 2021 Financial Reporting](#)

COMMENTS FROM THE PUBLIC

CONSENT AGENDA

[23-044](#) Approval of the Sheriff's Office Commissions for January 2023 - May 2023.

Attachments: [2023 Jan - May CUMBERLAND COUNTY Sheriff's Office Commissions](#)

[23-045](#) Authorization of a Law Enforcement Services contract between Cumberland County and MSAD #15 and the Town of Gray for the amount of \$143,464.32.

Attachments: [23-045 - Position Paper Gray Patrol Services](#)
[23-045 - MSAD #15 & Town of Gray Proposal 2023](#)
[23-045 - MSAD #15 & Town of Gray Contract 2023](#)

[23-046](#) Authorization of a Law Enforcement Services contract between Cumberland County and the Town of Frye Island from May 25, 2023 - October 9, 2023 for the amount of \$52,259.44.

Attachments: [23-046 - Position Paper Frye Island Patrol Services](#)
[23-046 - Frye Island 2023 Summer Patrol Contract](#)

- [23-047](#) Authorization of a Law Enforcement Services contract between Cumberland County and the Town of Chebeague Island from May 25, 2023 - September 4, 2023 for the amount of \$36,346.56.
- Attachments:** [23-047 - Position Paper Chebeague Island Patrol Services](#)
[23-047 - Chebeague Island Summer Patrol Contract 2023](#)
- [23-048](#) Authorization of a Law Enforcement Services contract between Cumberland County and Long Island from June 29, 2023 - September 4, 2023 for the amount of \$26,644.55.
- Attachments:** [23-048 - Position Paper Long Island Patrol Services](#)
[23-048 - Long Island Summer Patrol Contract 2023](#)
- [23-049](#) Authorization of the County's Emergency Communications contract between the CCRCC and the Town of Cumberland from July 1, 2023 - June 30, 2026.
- Attachments:** [23-049 - Position Paper Cumberland Town 911 Services](#)
[23-049 - Cumberland Town County Dispatch Contract 2023-2026](#)
- [23-050](#) Authorization of the County's Emergency Communications contract between the CCRCC and the Town of North Yarmouth from July 1, 2023 - June 30, 2026
- Attachments:** [23-050 - Position Paper North Yarmouth 911 Services](#)
[23-050 - North Yarmouth County Dispatch Contract 2023-2026](#)
- [23-051](#) Authorization of the County's Emergency Communications contract between the CCRCC and the Town of Windham from July 1, 2023 - June 30, 2026.
- Attachments:** [23-051 - Position Paper Windham 911 Services](#)
[23-051 - Windham Town County Dispatch Contract 2023-2026](#)
- [23-052](#) Authorization for the County Manager to accept a monetary donation of \$80,000 on behalf of the Cumberland County Jail from the Point Church, South Portland, for housing assistance to recently released inmates.
- Attachments:** [23-052 - Position Paper Point Church](#)
[23-052 - Memo The Point Church 2023](#)
[23-052 - Cumberland County Jail MOU By Point Church](#)

ARPA BUSINESS

[23-053](#) Authorization for the County Manager to award bid Lake Region Homeless Services Study and enter into a contract between Cumberland County and Levin Planning Strategies for the Planning and Consulting services in the amount of \$115,000.00.

Attachments: [23-053 - Position Paper Housing Study](#)
[23-053 - Proposal LPS](#)
[23-053 - Amended scope of work LPS Proposal.pdf](#)

[23-054](#) Approval of the ARPA Municipal Water & Sewer Grant Action Plan

Attachments: [23-054 - Position Paper Water & Sewer Action Plan](#)
[23-054 - ARPA Municipal Water & Sewer Action Plan.pdf](#)

NEW BUSINESS

[23-055](#) Approval of the 2023-2024 Jail Operating Budget

Attachments: [23-055 - PP - Jail Budget Presentation](#)
[23-055 - FY 2023-2024 Jail Budget](#)

[23-056](#) Approval of the 2023/2024 Cross Insurance Arena Operations and Trustee Budgets

Attachments: [23-056 - PP-CIA Budget 2023-2024](#)
[23-056 - 2023-24 CIA Budget](#)
[23-056 - 2023-24 CIA Trustee Budget](#)

[23-057](#) Adoption of the 2023 County Strategic Priorities

Attachments: [23-057 - PP - 2023 Strategic Priorities](#)
[23-057 - 2023 Strategic Priorities Plan Summary 2023-05-16](#)

COMMENTS FROM THE COUNTY MANAGER

COMMENTS FROM THE EXECUTIVE STAFF

COMMENTS FROM THE COUNTY COMMISSIONERS

ADJOURNMENT

Position Paper

File #: CD 23-004

Agenda Date: 6/12/2023

Title:

Approval of the minutes, May 8, 2023, 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 - Final

142 Federal St
Portland, ME 04101

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

Monday, May 8, 2023

5:30 PM

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

Amendment includes contract attachments to 23-039

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 Neil Jamison at 5:36 PM

ATTENDANCE

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

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

[CD 23-001](#) Approval of the minutes, April 10, 2023, meeting of the Board of Commissioners

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

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

No: 0

Abstain: 1 - Commissioner Witonis

INFORMATIONAL REPORT/PRESENTATIONS

[CD 23-002](#) Update on the implementation of the Sheriff's Office Body Cameras and Tasers

Sheriff Kevin Joyce gave an overview of the implementation of AXON body cams and taser equipment. A position for a FOAA officer has been created and awaiting approval from HR. The equipment has been purchased and paid for and is assigned to personnel. AXON is going to start training a third of employees on Tuesday and Wednesday and then equipment will be deployed. The three school districts have been alerted to the use of video cameras. Commissioner Smith asked about the training for the remaining two thirds of the

agency, Sheriff Joyce stated that they would be trained by end of May and into June.

Commissioner Cloutier asked about the request of FOAA and how it relates to employees. Sheriff Joyce stated that it depends on the nature of the request and FOAA laws. County Manager Gailey asked if the Union had voiced concerns on the policy that is being created. Sheriff Joyce stated that he has not heard anything and that they are working on the contract. There have been some rumors that the policy changes the nature of the work responsibilities.

This Report was PRESENTED.

COMMENTS FROM THE PUBLIC

There were no comments from the public.

CONSENT AGENDA

[23-031](#) Authorization to increase the Outside Detail Rate to \$100 per hour for the Sheriff's Office.

Commissioner Witonis requested that Item 23-031 be discussed prior to approving the consent agenda. She expressed concerned about overtime not being filled because of preference for the detail with new associated pay rate. Sheriff Joyce stated that outside details were not being filled prior to the rate change but was not aware of shifts not being filled. Commissioner Witonis asked about prioritizing staffing, Sheriff Joyce stated that the road is a priority for the agency.

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

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

No: 0

Approval of the Consent Agenda

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

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

No: 0

[23-032](#) Request authorization for the County Manager to enter into a contract between Cumberland County and the Town of Harpswell to provide Law Enforcement Services in the amount of \$488,120.88

This Order was APPROVED.

[23-033](#) Authorization for the County Manager to enter into a contract between Cumberland County with the Town of Harpswell to provide marine patrol services in the amount of \$266,507.24

This Order was APPROVED.

[23-034](#) Award of bid to TOAST, Inc. for the purchase of the Cross Insurance Arena Point of Sale Software in the cost of \$65,125.75

This Order was APPROVED.

ARPA BUSINESS

[23-035](#) Approval of \$650,000 in ARPA funds for the Public Health Department's children preventative oral health infrastructure project in partnership with the Children's Oral Health Network of Maine

Public Health Director Liz Blackwell-Moore introduced Executive Director Becca Matusovich of the Children's Oral Healthcare Network (COHN) who will assist in creating the oral health infrastructure for Cumberland County. Public Health Director Blackwell-Moore stated that more than 30,000 children in Cumberland County do not have preventative dental care, two thirds of those children have MaineCare, overall 60% of children in Cumberland County did not have preventative services in 2021 which was exacerbated by COVID. Cumberland County ranks 12th among Maine Counties for the percentage of children with MaineCare who receive preventative dental care. She stated that this program will utilize MaineCare and partner with school districts and providers and be implemented in a two phase approach. Phase one would include mapping and modeling the need and the purchase of mobile equipment. The second phase would include working with providers to deliver restorative services and possibly include more equipment purchases if services were expanded. The American Rescue Plan Act (ARPA) has provided funds to address disparities that were exacerbated by the pandemic by focusing on households that are at or below the Federal income level.

Commissioner Witonis asked what dental care is like in the rural school areas. Becca Matusovich stated that Mainely Teeth is going to Lakes Region Elementary School, Falmouth and Bonny Eagle. The State Oral Health program goes to School Districts currently serving Gray, New Gloucester School District, Elementary and Middle schools, currently provides screening and fluoride varnish. With partnership through greater Portland Health they serve Portland, South Portland, Westbrook, but they provide different levels of services. Mainely Teeth can provide more advanced services. Schools are currently served with one type of service but they would benefit from both.

Commissioner Witonis asked about the absence of the school nurse and full time availability of the nursing staff, would that limit the available services. How would work be delivered with a lack of nursing staff and shortage of hygienists. Lake region is already a partner, they would receive a greater level of services. The modeling project would identify the schools with the highest need and will be more targeted and ensure that rural schools with a higher need would be a priority. Commissioner Witonis asked if private schools would be included. Becca Matusovich stated that they could be included if they wanted to but the

priority is public schools. Commissioner Gorden asked if the program is a rural program, Director Blackwell-Moore stated that it's focused on areas not covered by Portland Greater Health. Commissioner Gorden asked if the program was seeking additional funding besides ARPA funds. Director Blackwell-Moore stated that different partners would compliment the services, state funded oral health school program (workforce funding from DOL), oral health equity collaborative, Becca Matusovich stated that the COHN is funded with philanthropic efforts and works with the early childhood start. Director Blackwell-Moore stated that the program will be funded by Mainecare. Commissioner Gorden commented that he was surprised that the program would not need any additional funding from the County after 2026. Commissioner Smith summarized that 40% of public schools would be partners with the County Oral Health Program and what metric would be used to gauge success. Becca Matusovich stated that the goal would be 100% participation. Commissioner Smith stated that the success is dependent on the mapping and modeling and setting goals for target population; tracking unhoused youths is difficult, that population is already under served and it's important to ensure that they receive the services through the schools. Commissioner Cloutier stated that he was glad to hear that they were partnering with UNE and it would be very beneficial to the Portland area. Commissioner Witonis asked about financial support after 2026, County Manager Gailey stated that the Health Department would seek other funding to supplement the program after ARPA funds were exhausted.

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

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

No: 0

[23-036](#)

Adoption of amended ARPA budget for project funding

County Manager Gailey introduced the proposed ARPA budget changes and invited Audit and Compliance Manager Sandra Warren to give an overview of the modified budget. Compliance Manager Warren confirmed that unobligated funds might be rescinded. The presented budget outlines how the County is managing and prioritizing the projects and allocation of funds. Commissioner Cloutier stated that he thought that that was a good idea. Commissioner Smith commended Compliance Manager Warren for her hard work and all of the projects that the County had done. Commissioner Jamieson congratulated Compliance Manager Warren and staff for their support to come up with a plan and allocate the ARPA funds; it's truly a once in a lifetime opportunity.

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

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

No: 0

NEW BUSINESS23-037

Adoption of Cumberland County's Analysis of Impediments to Fair Housing Study.

Community Development Director Kristin Styles presented the Executive Summary for the Analysis of Impediments to Fair Housing. She stated that per HUD's Fair Housing Act 1968, Cumberland County is required to advocate for fair housing; performing studies on Fair Housing meets that advocacy requirement. Root Policy Research was selected as the vendor to conduct the study based on their qualifications and staff is local to the area. The research included one on one stakeholder interviews, surveys, and examining demographic patterns. The report identifies areas that need to be addressed in the County. The areas identified include creating public transportation that exists outside of the greater Portland area; supporting infrastructure to support more housing growth; more awareness of discrimination against section 8 voucher holders. Commissioner Cloutier commented that he was impressed with tying public funding with infrastructure to policy. Commissioner Gorden stated that he agreed that public transportation is an area that needs to be addressed.

This Order was INTRODUCED FOR PUBLIC HEARING.

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

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

No: 0

23-038

Adoption of the Program Year 2023 Community Development Annual Action Plan including the allocation of the Community Development Block Grant funds and HOME Investment Partnership Program. This is a second public hearing and final reading

This item was first introduced for public hearing on April 10, 2023 as Item 23-028. This was the final public hearing for the consolidated action plan.

This Order Requiring a Public Hearing was INTRODUCED FOR PUBLIC HEARING.

A motion was made by Commissioner Cloutier, seconded by Commissioner Gorden, that the Order Requiring a Public Hearing be ADOPTED. The motion carried by the following vote:

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

No: 0

[23-030](#)

Approval of the County Treasurers award of winning bid to Piper Sandler & Co for the 2023 Tax Anticipation Note

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

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

No: 0

[23-039](#)

Authorize the County Manager to sign a sole source contract between Cumberland County and The Summerill Group, LLC, of Washington DC, for renegotiating the County's Federal Inmate Per Diem Rate

County Manager Gailey stated that the current Federal inmate rate is \$130 which was negotiated in 2011-2012. The Summerill group previously negotiated that rate and is familiar with the County Jail and the negotiations process. The contract for services is \$52,000 and is less than the previous rate. Sheriff Joyce spoke and noted that the importance of updating rate.

Commissioner Gorden asked Jail Major Timothy Kortez how many staff would need to be hired to support additional inmates. Initially, a handful of inmates until 6 months and then it would be a unit of 43 and would require 15 to 17 staff. Sheriff Joyce gave an update on the current applicants. He stated that 5 were in the academy, 5 are scheduled for the next academy, 3 are in the medical review process. Commissioner Jamieson asked if the certified would complete the academy? Sheriff Joyce stated that the Maine certified applicant would not need to test while the out of state applicant would attend a shorter academy. Monday the 18th, the Jail will open intake. Commissioner Cloutier was surprised about intake opening up, what is the arrangement with bail commissioners for individuals who are brought in who don't think that they belong there. What is the process? Sheriff Joyce stated that it depends on whether the individual is a danger to society. Bail commissioners are also concerned with individuals who had a pattern of criminal behavior and were asked to set bail or not, that decision affected police officers and bail commissioners. Commissioner Smith stated that she appreciated the use of the Sole Source contract and is in full support of the item. Commissioner Gorden added that the Professional Council of Jails will have information after their study is completed.

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

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

No: 0

23-040

Authorize the County Manager to sign a letter of engagement with Developers Collaborative to undergo a preliminary cost analysis for the Administrative Building at 50 County Way

County Manager Gailey introduced this item citing its need as a result of recent environmental and structural concerns discovered at the site of the new administrative building. The developer offered to create a preliminary analysis of the building constraints and the costs to remedy concerns.

Commissioner Gorden asked how the results would impact the decision, if more expensive, would County Manager Gailey consider moving the campus to another place? County Manager Gailey stated that his intent is to downsize the number of campuses because people are very siloed and he would like to reduce the five campuses to three. He is optimistic that Developers Collaborative will provide a good solution and it's an important cost but not have an unlimited checkbook.

Commissioner Gorden agreed and commented that Count Manager Gailey would also need to consider costs for the next building. County Manager Gailey stated that that area would be tapped out.

Commissioner Smith asked if this project would be Brownfield eligible. County Manager Gailey stated that the consultants thought that it was a possibility, there are funds available through Portland, CDBG, and the State of Maine.

Commissioner Cloutier said that this issue is very common and marine clay is an overlay but can be addressed with pylons.

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

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

No: 0

23-041

Proclaim May 12, 2023 as Childcare Provider Day

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

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

No: 0

23-042

Proclaim May 7 - 13, 2023 as National Correctional Officers Week

Commissioner Witonis requested that Major Kortess share the planned events to recognize the County's Correctional Officers.

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

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

No: 0

[23-043](#)

Proclaim May 14 - 20, 2023 as Law Enforcement Week

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

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

No: 0

COMMENTS FROM THE COUNTY MANAGER

County Manager Gailey stated a goal setting exercise for the Commissioners and Department heads is scheduled for Tuesday, May 16 at the Cross Insurance Arena and homework is due Thursday. There will be an upcoming workshop with an agenda that will include a discussion of the Jail Budget and the use of the community correction center.

COMMENTS FROM THE EXECUTIVE STAFF

Deputy Director of Admin and Finance Kimball stated that the 6 month budget is two thirds way through and is going well. All major costs were deferred to the full budget year, there is less revenue received from the Registry of Deeds. Commissioner Gorden asked if he had heard about the bill for the Homelessness that would be funded by the Deeds Department. Deputy Director of Admin and Finance Kimball stated that the revenue received from the Registry of Deeds is sent to the state and there are no issues.

Public Affairs Director Travis Kennedy stated that the Legislative session is winding down and there are a lot of items that relate to Counties, particularly patrol funding that are being debated and funding for EMS. The EMS funding will be debated next year which ties into the results of the EMS regionalization study for Cumberland County.

There were some budget changes requested by the Governor, counties requesting more jail funding, historically the state has funded 20%. Hopefully \$7.7mil will be distributed to the Counties for Jail operations. The EMS study is moving along and information has been requested from Towns to be completed by next week. Dynamix will be in Maine next month to do ground work. Commissioner Gorden encouraged the other Commissioners to advocate for more funding regarding the jail funding budget, Public Affairs Director Kennedy stated that he would be happy to engage in legislative summary in a couple of weeks. Commissioner Jamieson asked if the budget would be completed by the next meeting, Public Affairs Director Travis Kenndy stated that it should be according to statute.

County Sheriff summarized the staffing levels at the jail stating the 5 officers in the academy and 3 were in medical assessment. Law Enforcement staff are down 7 people. There were 3 new hires, 1 not certified and 2 certified, the certified applicants will go directly into the field. There were just 3 new blue pin applicants and should be hired by the next meeting. He congratulated the Union for the pilot project started 2 years ago for a fixed shift schedule which allowed the deputies to have part of their

weekends off. Overall, the Sheriff's office is left with one vacancy and one anticipated retirement in September.

Commissioner Jamieson asked if that would be enough coverage for the summer vacation. Sheriff Joyce stated that there are challenges and they follow FMLA according to the law, there are some military deployments. This year is better than last year, academy training is needed. Commissioner Jamieson asked if they knew they could do an in house academy? Sheriff Joyce stated that the travel time is a challenge and they will reach out to the academy to get permission to have an in house academy. Commissioner Gorden asked how many would be needed for an inhouse academy. Sheriff Joyce stated that it depends. He would like to see how it looks first. Commissioner Gorden asked if hosting an (in house) academy could be used as a recruiting tool? Sheriff Joyce stated that it could be a possibility and listed other academies in Southern Maine who might be interested in attending a more local academy.

Commissioner Wiltonis asked if the county loses the new hires because they miss the academy, Sheriff Joyce stated that the hires are given other non field related tasks to complete until the academy starts. The academy starts mid to late August and that is for everyone.

COMMENTS FROM THE COUNTY COMMISSIONERS

Commissioner Jamieson wished all of the mothers a Happy Mothers day. Congratulations and good luck to all of the sports teams. He informed the public that \$57 million was allocated from the American Rescue Plan Act (ARPA) funding toward significant services and facilities that will be the foundation of a number of projects for years to come and it was a historical investment in Cumberland County.

ADJOURNMENT

A motion was made by Commissioner Cloutier, seconded by Commissioner Wittonis to adjourn the meeting. The adjourned at 7:15 pm.

The next scheduled Board of Commissioners' meeting:

5/16/2022 - Goal Planning Workshop

5/22/2022 - Commissioner Workshop

6/12/2023 - Commissioner Meeting

#23-038
 submitted in session
 5/8/23

Program Year 2023 CDBG Annual Action Plan Summary			
Grantee	Activity	Request	Recommendations
Public Infrastructure & Facilities			\$ 1,148,137.00
Westbrook	Presumpscot River Boardwalk Accessibility Enhanc	\$ 200,000.00	\$ 195,000.00
Standish	Mill St Park Improvements	\$ 85,000.00	\$ 85,000.00
Long Island	LI School/Library Heat Pump Project	\$ 60,900.00	\$ 60,900.00
Windham	South Windham Village Main Street Sidewalk Cor	\$ 350,000.00	\$ 195,107.00
Harpswell	Holbrook Community Foundation Wharf Replace	\$ 12,800.00	\$ 12,800.00
Bridgton	Church St. Sidewalk Enhancement	\$ 130,000.00	\$ 124,000.00
South Portland	Redbank Community Center Improvements	\$ 65,000.00	\$ 65,000.00
South Portland	Preble Street Food Hub	\$ 200,000.00	\$ 36,000.00
South Portland	Westbrook St. Shared Use Path	\$ 400,000.00	\$ 374,330.00
Housing			\$ 234,000.00
Cumberland County	Alpha One - Critical Access Ramp Program	\$ 84,000.00	\$ 84,000.00
Cumberland County	Habitat for Humanity - Critical Home Repair	\$ 150,000.00	\$ 150,000.00
Public Service			\$ 227,185.00
County wide	SMAA- Meals on Wheels	\$ 60,000.00	\$ 55,000.00
County wide	TDD Domestic Violence Outreach Advocate Servic	\$ 28,538.00	\$ 25,000.00
County wide	TOA- Homeless Prevention Services	\$ 135,000.00	\$ 55,000.00
South Portland	TDD-Domestic Violence South Portland	\$ 10,000.00	\$ 9,595.00
South Portland	Resource HUB Admin Hours	\$ 25,000.00	\$ 17,595.00
South Portland	SMAA- Meals on Wheels	\$ 15,000.00	\$ 7,095.00
South Portland	GPPF Housing Stabilization	\$ 20,000.00	\$ 15,095.00
South Portland	Middle School Ski Equipment	\$ 13,000.00	\$ 7,095.00
South Portland	Rec Dept. Camp Scholarships	\$ 15,000.00	\$ 7,095.00
Bridgton	Community Center Navigator Program	\$ 15,000.00	\$ 13,615.00
Bridgton	Food Pantry	\$ 9,000.00	\$ 15,000.00
Planning			\$ 15,000.00
Scarborough	Understanding homelessness in Scarborough	\$ 10,000.00	\$ 15,000.00
Program Administration			\$ 273,156.00
Bridgton	Administration	\$ 40,000.00	\$ 38,156.00
South Portland	Administration	\$ 55,000.00	\$ 55,000.00
County	Administration	\$ 180,000.00	\$ 180,000.00
Total Recommended for Funding:			\$ 1,897,478.00
Formula Allocation:		\$	1,547,514.00
County Prior Year Unallocated		\$	180,000.00
South Portland Prior Year Unallocated		\$	169,964.00
Total available Funds:		\$	1,897,478.00

Position Paper

File #: CD 23-005

Agenda Date: 6/12/2023

Agenda #:

Title:

Informational Report - GFOA Certificate for 2021

Background and Purpose of Request:

Informational only. No action required.



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

May 17, 2023

James Gailey
County of Cumberland
142 Federal Street
Portland, Maine 04101

Dear James:

Your government should have recently received electronic correspondence that your 2021 annual comprehensive financial report qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. To commemorate that achievement, enclosed is a medallion which can be added to your existing plaque as a testament to the government's commitment to producing annual reports that evidence the spirit of full disclosure and transparency.

Congratulations again.

Sincerely,

Michele Mark Levine
Director, Technical Services Center

Position Paper

File #: 23-044

Agenda Date: 6/12/2023

Title For Agenda Item:

Approval of the Sheriff's Office Commissions for January 2023 - May 2023.

Recommended Action:

Approval of the Sheriff's Office Commissions for January 2023 - May 2023.

Background and Purpose of Request:

Approval of the Sheriff's Office Commissions for January 2023 - May 2023.

Staff Contact: Courtney George, Sheriff's Office



CUMBERLAND COUNTY SHERIFF'S OFFICE

- Kevin J. Joyce
SHERIFF
- Naldo S. Gagnon
CHIEF DEPUTY

36 COUNTY WAY, PORTLAND, ME 04102

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

TO: CUMBERLAND COUNTY COMMISSIONERS
FROM: SHERIFF KEVIN JOYCE
DATE: MAY 16, 2023
SUBJECT: SHERIFF'S OFFICE COMMISSIONS JANUARY- APRIL

Agency

Officer

CCSO

Christopher DeCapua
 Cole Chandler
 Nathan Therriault
 Julie Kilbride
 James Melaugh
 George Bradbury
 Sam Rinaldi
 Joyce Hodsdon
 Matthew Stoll
 Alisha Smith
 Nathan Paradis
 Danae Dostie
 Gabrielle Chartier
 Anthony Hovey
 Danielle Welch
 Todd Meslin
 James Bradbury

CCJ

Camden Labrecque
 Casey Sullivan
 Timothy Kortez
 Scott Jordan
 Erik Frigon
 Dan Haskell

Freeport

Steven Stubbs

Windham

Samuel Pattee
 Lee Maher



Westbrook	Kerry Wolongevicz Zipporah Velasco Thomas Lauzon Henry Johnson Evan Haskell
South Portland	Jessica Ramsay
Cumberland	Christopher Schofield
Portland	Stephen Black Evan Bomba
Yarmouth	David Mulry Shawn Miles Timothy Farris
Cape Elizabeth	Eric Vanasse
Scarborough	Michael Thurlow
SMSRT	Meghan Pierce Scott Study Cory Tardif Eric Small Erik Rae Michael Caiola Jordan Ochs Steven Broy



Position Paper

File #: 23-045

Agenda Date: 6/12/2023

Agenda #:

Title For Agenda Item:

Authorization of a Law Enforcement Services contract between Cumberland County and MSAD #15 and the Town of Gray for the amount of \$143,464.32.

Recommended Action:

Approve the \$143,464.32 School Resource Officer Police Service contract with SAD #15, Gray New Gloucester schools.

Background and Purpose of Request:

School Administrative District #15, Gray New Gloucester Schools would receive forty-hours (40) of School Resource Law Enforcement during the school year and the town of Gray would receive forty hours (40) of Patrol Law Enforcement service from the Sheriff's Office during the schools summer break. This contract starts July 1, 2023 and ends June 30, 2024.

Staff Contact: Courtney George, Kerry Joyce

Presentation: No

Fiscal Impact and Source:

\$143,464.32 Credit Received

Effective Date if Applicable:

July 1 2023 - June 30, 2024

Position Paper

File #: 23-045

Agenda Date: 6/12/2023

Title For Agenda Item:

Authorization of a Law Enforcement Services contract between Cumberland County and MSAD #15 and the Town of Gray for the amount of \$143,464.32.

Recommended Action:

Approve the \$143,464.32 School Resource Officer Police Service contract with SAD #15, Gray New Gloucester schools.

Background and Purpose of Request:

School Administrative District #15, Gray New Gloucester Schools would receive forty-hours (40) of School Resource Law Enforcement during the school year and the town of Gray would receive forty hours (40) of Patrol Law Enforcement service from the Sheriff's Office during the schools summer break. This contract starts July 1, 2023 and ends June 30, 2024.

Staff Contact: Courtney George, Kerry Joyce

Presentation: No

Fiscal Impact and Source:

\$143,464.32 Credit Received

Effective Date if Applicable:

July 1 2023 - June 30, 2024

Office of the Sheriff
 Cumberland County
 36 County Way
 Portland, ME 04102-2755
 (207) 774-1444



Kevin Joyce
 Sheriff

Naldo Gagnon
 Chief Deputy

4/18/2023

SAD-15 and Town of Gray
FROM 7/1/23 TO 06/30/24

PERSONNEL COSTS:

		Hourly rate	\$33.62
MID TBD	ONE FULL TIME DEPUTY		\$69,933.82
	TOTAL SALARY		\$69,933.82

COMPENSATION TIME (@ 1.5)-Back Fill

# Of Days	12.00	VACATION	\$6,051.97
	13.00	HOLIDAYS	\$6,556.30
	2.00	PERSONAL	\$1,008.66
	12.00	SICK	\$6,051.97
		TOTAL COMP COSTS	\$19,668.89

FRINGE BENEFIT COSTS:

	7.65%	SOCIAL SECURITY	\$6,854.61
	3.38%	WORKERS COMP	\$3,028.57
	11.60%	RETIREMENT	\$8,112.32
Family		HEALTH INSURANCE	\$28,396.02
		TOTAL FRINGE COSTS	\$46,391.53

OTHER FIXED COSTS

	3.0%	CONTRACT SUPERVISION	\$2,688.08
\$	500.00	VEHICLE INSURANCE	\$500.00
\$	520.00	PROFESSIONAL LIABILITY FOR DEPUTY	\$520.00
		TOTAL OTHER FIXED COSTS	\$3,708.08

OPERATIONAL COSTS

UNIFORMS	\$500.00
AIR CARDS FOR COMPUTER	\$552.00
TIRES FOR VEHICLE	\$310.00
TRAINING/SAFETY EQUIPMENT	\$1,000.00
MAINTENANCE VEHICLE	\$800.00
LASER 7	\$600.00
BODY WORN CAMERA GOV GRANT FUNDED	\$0.00
TOTAL OPERATIONAL COSTS:	\$3,762.00

CAPITAL COSTS

NEW VEHICLE	\$0.00
FIT UP NEW VEHICLE	\$0.00
TOTAL CAPITAL IMPROVEMENTS:	\$0.00

TOTAL CONTRACT COST FOR THIS PERIOD: \$143,464.32

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

MSAD#15 AND TOWN OF GRAY

July 1, 2023 to June 30, 2024

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

This Contract, effective the first day of **July 2023**, is made by and between MSAD 15, a school district in the State of Maine located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "SCHOOL"), the Town of Gray (hereinafter referred to as the "TOWN"), the County of Cumberland (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a Constitutional Officer of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the SCHOOL limits of Gray, Cumberland County, Maine.

WITNESSETH:

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

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

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

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

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

ARTICLE 1 – DEFINITIONS

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

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

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

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

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

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

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

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

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services

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

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

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

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

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

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

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

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

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

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

Safe School Environment:

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

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

Truancy Prevention/Enforcement:

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

Education and Community Relations:

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

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

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

I. Vehicles, Supplies, Equipment and Office Furniture:

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

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

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

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

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

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

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

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

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

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

2.2 Administrative Responsibilities.

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

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

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

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

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

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

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

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

2.3 Processing of Evidence.

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

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment: Right of Control.

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

3.2 Assignment of Law Enforcement.

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

3.3 Sheriff's General Orders.

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

ARTICLE 4 – SAD 15 RESPONSIBILITIES

4.1 Office Space.

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

4.2 SCHOOL/TOWN's Ordinances.

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

ARTICLE 5 – COSTS

5.1 The total amount due for all law enforcement services for subsequent years shall be based upon a proposal submitted by the Sheriff during the SCHOOL/TOWN's budget process to be approved by the School/Town Board. The total amount due for all services beginning **July 1, 2023 through June 30, 2024, shall be One-hundred forty-three thousand, four hundred sixty-four dollars and thirty-two cents (\$143,464.32)** spread over a 12-month period for costs incurred by the COUNTY as described in Attachment A of this Contract.

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

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

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

ARTICLE 6 – ADDITIONAL PERSONNEL

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

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 8 – AUDIT OF RECORDS

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

ARTICLE 9 - STANDARD OF PERFORMANCE

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

ARTICLE 10 – ARBITRATION

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

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

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

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

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

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

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

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

ARTICLE 11 - INDEMNITY

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

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

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

ARTICLE 12 – TERM

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

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

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

ARTICLE 13 – TERMINATION

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

ARTICLE 14 - EXTENSION

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

ARTICLE 15 – TRANSITION

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

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

ARTICLE 16 – AUTHORITY TO EXECUTE AND ENFORCE

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

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

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

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

ARTICLE 17 – COMMUNICATIONS

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

ARTICLE 18 – ENTIRE AGREEMENT

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

ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

Vehicle: Not Applicable to this agreement

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

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY: _____
CHAIRPERSON
COUNTY COMMISSIONERS

DATE: _____

SIGNED, SEALED AND DELIVERED

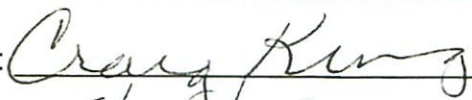
IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY:  _____
SHERIFF
KEVIN J. JOYCE

DATE: 05-11-2023

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: SCHOOL/TOWN REPRESENTATIVE

BY:  _____

DATE: 5/10/23

ATTEST: _____
COUNTY MANAGER/CLERK

DATE: _____

Position Paper

File #: 23-046

Agenda Date: 6/12/2023

Title For Agenda Item:

Authorization of a Law Enforcement Services contract between Cumberland County and the Town of Frye Island from May 25, 2023 - October 9, 2023 for the amount of \$52,259.44.

Recommended Action:

Approve the Law Enforcement Services contract between Cumberland County and the Town of Frye Island from May 25, 2023 - October 9, 2023 for the amount of \$52,259.44.

Background and Purpose of Request:

See attached contract.

Staff Contact: Courtney George, Sheriff's Office

Presentation: No

Fiscal Impact and Source:

\$52,259.44

Effective Date if Applicable:

May 25, 2023 - October 9, 2023

Position Paper

File #: 23-046

Agenda Date: 6/12/2023

Title For Agenda Item:

Authorization of a Law Enforcement Services contract between Cumberland County and the Town of Frye Island from May 25, 2023 - October 9, 2023 for the amount of \$52,259.44.

Recommended Action:

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Background and Purpose of Request:

See attached contract.

Staff Contact: Courtney George, Sheriff's Office

Presentation: No

Fiscal Impact and Source:

\$52,259.44

Effective Date if Applicable:

May 25, 2023 - October 9, 2023

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

FRYE ISLAND – SUMMER PATROL

May 25, 2023 through October 9, 2023

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

This Contract, effective **May 25, 2023 through October 9, 2023**, is made by and between Town of Frye Island, a municipality of the State of Maine whose municipality is wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the “TOWN”), the County of Cumberland (hereinafter referred to as “COUNTY”), and Kevin J. Joyce, as Sheriff of Cumberland County, a Constitutional Officer of the State of Maine (hereinafter referred to as “SHERIFF”) to provide enhanced law enforcement services within the town limits of [Town name] Cumberland County, Maine.

WITNESSETH:

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

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

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

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

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

ARTICLE 1 – DEFINITIONS

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

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

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

C. Service shall mean comprehensive law enforcement services provided from **May 25th, 2023 through October 9th, 2023**, five days a week on an eight (8) hour per day basis, or four (4) days on a ten (10) hour basis. Scheduling days and times will be agreed upon by Town Manager and Sheriff or his Designee.

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

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services

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

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

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

2. All vacant shifts will be filled.

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

D. While contracted to provide law enforcement services, deputy sheriff will enforce Frye Island Town Ordinances that are applicable within the TOWN, and Statutes of the State of Maine. Performance of all duties of deputy sheriff shall be in accordance with Cumberland County Sheriff's Office General Orders.

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

- a. Traffic Crash Investigations/Reconstruction;
- b. Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations, and Collection of Evidence);
- c. Prisoner and Jail Services;
- d. Records Retention;
- e. Civil Service Officers;
- f. Patrol and Detection Canine Support;
- g. Emergency Services Unit (ESU);
- h. Law Enforcement Training Section;
- i. Task Force Personnel;

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

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

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

H. Vehicles, Supplies, Equipment and Office Furniture:

- 1. The COUNTY shall provide the TOWN, no later than **September 1st** of each year, with a contract cost proposal.
- 2. The SHERIFF shall provide necessary office supplies and office furniture for use by contract deputy to fulfill assignments.
- 3. Any supplies and office furniture furnished or purchased by the TOWN shall remain the property of the TOWN.
- 4. Any supplies and office furniture furnished or purchased by COUNTY shall remain the property of COUNTY.
- 5. The Sheriff will provide a cruiser, however a prorated portion of insurance, gas, oil and maintenance costs will be incurred by the TOWN.

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

2.2 Administrative Responsibilities.

A. The one (1) deputy sheriff will perform all duties and responsibilities consistent with the Cumberland County Sheriff's Office General Orders, and this Contract under the direction of the SHERIFF.

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

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

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

Report	Date
○ Schedule for deputies assigned to Frye Island	As prepared
○ Monthly categorical summary of calls for service	15th of the following month
○ Monthly summary of moving traffic stops with distinction between warnings and summons	15th of the following month
○ Copies of all operational policies and procedures	Within 15 days of approval by Sheriff
○ Copies of approved collective bargaining agreements which pertain to deputies assigned to Frye Island	Within 15 days of final ratification by all parties
○ Summary of pending criminal cases to include each case's status in the judicial system	When retrievable by computer

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

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

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

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

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

2.3 Processing of Evidence.

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

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment: Right of Control.

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

3.2 Assignment of Law Enforcement.

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

3.3 Sheriff's General Orders.

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

ARTICLE 4 – TOWN OF FRYE ISLAND RESPONSIBILITIES

4.1 Office Space.

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

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

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

4.2 Town's Ordinances.

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

ARTICLE 5 – COSTS

5.1 The total amount due for all law enforcement services for subsequent years shall be based upon a proposal submitted by the Sheriff during the TOWN's budget process to be approved by the Board of Selectmen. The total amount due for all services beginning **May 25th, 2023 through October 9th, 2023, shall be fifty-two thousand, and two hundred fifty-nine dollars and forty-four cents (\$52,259.44)** (dollar amount of financial consideration for Sheriff's services) spread over a 3-month period for costs incurred by the COUNTY as described in Attachment A of this Contract.

5.2 The TOWN shall make payment in equal installments on a monthly basis. The first installment shall be due **July 1, 2023**; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.

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

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

5.5 The Town shall make provisions for boat/barge, parking and sticker fees for all Cumberland County Sheriff's Office business travel to Frye Island.

ARTICLE 6 – ADDITIONAL PERSONNEL

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

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 8 – AUDIT OF RECORDS

8.1 The Town Manager or his designee may, upon reasonable notice to the SHERIFF, examine the existing SHERIFF records relating to the services provided pursuant to the terms of this

Contract. Said records shall be maintained by the SHERIFF in accordance with all applicable laws and regulations.

ARTICLE 9 - STANDARD OF PERFORMANCE

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

ARTICLE 10 – ARBITRATION

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

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

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

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

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

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

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

ARTICLE 11 - INDEMNITY

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

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

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

ARTICLE 12 – TERM

12.1 This Contract shall remain in full force and effect commencing **May 25th, 2023 ending October 9th, 2023**, all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

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

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

ARTICLE 13 – TERMINATION

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

ARTICLE 14 - EXTENSION

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

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

ARTICLE 15 – TRANSITION

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

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

ARTICLE 16 – AUTHORITY TO EXECUTE AND ENFORCE

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

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

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

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

ARTICLE 17 – COMMUNICATIONS

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

ARTICLE 18 – ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the Town of Frye Island, by order duly adopted by its Executive Committee 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 Chairperson of said Board 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: _____
CHAIRPERSON
COUNTY COMMISSIONERS

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY:  _____
SHERIFF
KEVIN J. JOYCE

DATE: 6/1/2023

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: TOWN OF FRYE ISLAND

BY:  _____

DATE: 5-25-2023

ATTEST: _____
COUNTY MANAGER/CLERK

DATE: _____

Position Paper

File #: 23-047

Agenda Date: 6/12/2023

Agenda #:

Title For Agenda Item:

Authorization of a Law Enforcement Services contract between Cumberland County and the Town of Chebeague Island from May 25, 2023 - September 4, 2023 for the amount of \$36,346.56.

Recommended Action:

Approve the Law Enforcement Services contract between Cumberland County and the Town of Chebeague Island from May 25, 2023 - September 4, 2023 for the amount of \$36,346.56.

Background and Purpose of Request:

Staff Contact: Courtney George, Sheriff's Office

Fiscal Impact and Source:

\$36,346.56

Effective Date if Applicable:

May 25, 2023 - September 4, 2023

Position Paper

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CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

CHEBEAGUE ISLAND – SUMMER PATROL

May 25, 2023 through September 4, 2023

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

This Contract, effective **May 25, 2023 through September 4, 2023**, is made by and between Town of Chebeague Island, a municipality of the State of Maine whose municipality is wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), the County of Cumberland (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a Constitutional Officer of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the town limits of [Town name] Cumberland County, Maine.

WITNESSETH:

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

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

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

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

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

ARTICLE 1 – DEFINITIONS

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

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

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

C. Service shall mean comprehensive law enforcement services provided from May 25th, 2023 through September 4th, 2023, five days a week on an eight (8) hour per day basis. Scheduling days and times will be agreed upon by Town Manager and Sheriff or his Designee.

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

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services

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

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

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

2. All vacant shifts will be filled.

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

D. While contracted to provide law enforcement services, deputy sheriff will enforce Chebeague Island Town Ordinances that are applicable within the TOWN, and Statutes of the State of Maine. Performance of all duties of deputy sheriff shall be in accordance with Cumberland County Sheriff's Office General Orders.

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- a. Traffic Crash Investigations/Reconstruction;
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 - m. **Dive Team;**
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 - o. **Any other such units or services as the Cumberland County Sheriff's Office may provide normally.**
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- 1. **The COUNTY shall provide the TOWN, no later than February 1st of each year, with a contract cost proposal.**
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A. The SHERIFF shall provide to the TOWN a copy of the Cumberland County Sheriff's Office General Orders, including any updates and amendments regarding policies of interest to the town.

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

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

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

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5.1 The total amount due for all law enforcement services for subsequent years shall be based upon a proposal submitted by the Sheriff during the TOWN’s budget process to be approved by the Board of Selectmen. The total amount due for all services beginning **May 25th, 2023 through September 4th, 2023, shall be thirty-six thousand, three hundred and forty-six dollars and fifty-six cents (\$36,346.56)** (dollar amount of financial consideration for Sheriff’s services) spread over a 3-month period for costs incurred by the COUNTY as described in Attachment A of this Contract.

5.2 The TOWN shall make payment in equal installments on a monthly basis. The first installment shall be due **July 1, 2023**; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.

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

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

5.5 The Town shall make provisions for boat/barge, parking and sticker fees for all Cumberland County Sheriff’s Office business travel to Chebeague Island.

ARTICLE 6 – ADDITIONAL PERSONNEL

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

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 8 – AUDIT OF RECORDS

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

ARTICLE 9 - STANDARD OF PERFORMANCE

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

ARTICLE 10 – ARBITRATION

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

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

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

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

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

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

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

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

ARTICLE 12 – TERM

12.1 This Contract shall remain in full force and effect commencing **May 25th, 2023 ending September 4th, 2023**, all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

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

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

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

ARTICLE 14 - EXTENSION

14.1 Unless terminated by written notice, as agreed above, rights and privileges herein granted, together with all other provisions of this Contract, shall continue in full force and effect, subject to necessary negotiation of any added cost factors, for an additional period of thirty (30) days from the date of expiration heretofore mentioned, unless either party, at least ten (10) days prior to said

date of expiration, shall notify the other party in writing that it does not desire the Contract to be extended for such an additional period.

ARTICLE 15 – TRANSITION

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

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

ARTICLE 16 -- AUTHORITY TO EXECUTE AND ENFORCE

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

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

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

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

ARTICLE 17 – COMMUNICATIONS

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

ARTICLE 18 – ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the Town of Chebeague Island, by order duly adopted by its Board of Selectmen 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 Chairperson of said Board 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: _____
CHAIRPERSON
COUNTY COMMISSIONERS

DATE: _____

SIGNED, SEALED AND DELIVERED

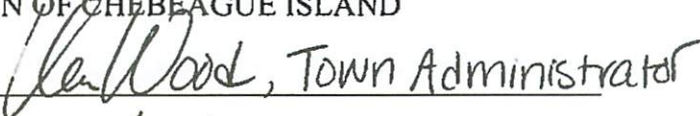
IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY:  _____
SHERIFF
KEVIN J. JOYCE

DATE: 5/30/2023

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: TOWN OF CHEBEAGUE ISLAND

BY:  _____
TOWN ADMINISTRATOR

DATE: 5/30/2023

ATTEST:  _____
COUNTY MANAGER/CLERK

DATE: 5/30/23

Position Paper

File #: 23-048

Agenda Date: 6/12/2023

Title For Agenda Item:

Authorization of a Law Enforcement Services contract between Cumberland County and Long Island from June 29, 2023 - September 4, 2023 for the amount of \$26,644.55.

Recommended Action:

Approve the Police Service contract with the Town of Long Island

Background and Purpose of Request:

The town of Long Island would receive forty-hours (40) of Law Enforcement service from the Sheriff's Office starting June 29, 2023 and ending on September 4, 2023.

Staff Contact: Courtney George, Sheriff's Office

Presentation: No

Fiscal Impact and Source:

\$26,644.55

Effective Date if Applicable:

June 29, 2023 through September 4, 2023

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CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

LONG ISLAND – SUMMER PATROL

June 29, 2023 through September 4, 2023

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

This Contract, effective **June 29th, 2023 through September 4, 2023**, is made by and between Town of Long Island, a municipality of the State of Maine whose municipality is wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), the County of Cumberland (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a Constitutional Officer of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the town limits of [Town name] Cumberland County, Maine.

WITNESSETH:

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

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

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

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

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

ARTICLE 1 – DEFINITIONS

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

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

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

C. Service shall mean comprehensive law enforcement services provided from **June 29th, 2023 through September 4th, 2023**, five days a week on an eight (8) hour per day basis. Scheduling days and times will be agreed upon by Town Manager and Sheriff or his Designee.

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

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services

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

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

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

2. All vacant shifts will be filled.

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

D. While contracted to provide law enforcement services, deputy sheriff will enforce Long Island Town Ordinances that are applicable within the TOWN, and Statutes of the State of Maine. Performance of all duties of deputy sheriff shall be in accordance with Cumberland County Sheriff's Office General Orders.

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

- a. Traffic Crash Investigations/Reconstruction;
- b. Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations, and Collection of Evidence);
- c. Prisoner and Jail Services;
- d. Records Retention;
- e. Civil Service Officers;
- f. Patrol and Detection Canine Support;
- g. Emergency Services Unit (ESU);

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

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

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

H. Vehicles, Supplies, Equipment and Office Furniture:

1. The COUNTY shall provide the TOWN, no later than February 1st of each year, with a contract cost proposal.

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

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

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

5. The Sheriff will provide a cruiser, however a prorated portion of insurance, gas, oil and maintenance costs will be incurred by the TOWN.

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

2.2 Administrative Responsibilities.

A. The one (1) deputy sheriff will perform all duties and responsibilities consistent with the Cumberland County Sheriff's Office General Orders, and this Contract under the direction of the SHERIFF.

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

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

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

Report	Date
○ Schedule for deputies assigned to Long Island	As prepared
○ Monthly categorical summary of calls for service	15th of the following month
○ Monthly summary of moving traffic stops with distinction between warnings and summons	15th of the following month
○ Copies of all operational policies and procedures	Within 15 days of approval by Sheriff
○ Copies of approved collective bargaining agreements which pertain to deputies assigned to Long Island	Within 15 days of final ratification by all parties
○ Summary of pending criminal cases to include each case's status in the judicial system	When retrievable by computer

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

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

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

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

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

2.3 Processing of Evidence.

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

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment: Right of Control.

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

3.2 Assignment of Law Enforcement.

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

3.3 Sheriff's General Orders.

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

ARTICLE 4 – TOWN OF LONG ISLAND RESPONSIBILITIES

4.1 Office Space.

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

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

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

4.2 Town's Ordinances.

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

ARTICLE 5 – COSTS

5.1 The total amount due for all law enforcement services for subsequent years shall be based upon a proposal submitted by the Sheriff during the TOWN's budget process to be approved by the Board of Selectmen. The total amount due for all services beginning **June 29th, 2023 through September 4th, 2023, shall be twenty-six thousand, six hundred and forty-four dollars and fifty-five cents (\$26,644.55)** (dollar amount of financial consideration for Sheriff's services) spread over a 3-month period for costs incurred by the COUNTY as described in Attachment A of this Contract.

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

ARTICLE 18 – ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the Town of Long Island, by order duly adopted by its Board of Selectmen 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 Chairperson of said Board 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: _____
CHAIRPERSON
COUNTY COMMISSIONERS

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY: 
SHERIFF
KEVIN J. JOYCE

DATE: 6/6/2023

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

TOWN OF LONG ISLAND

BY: 

DATE: 6/5/23

ATTEST: _____
COUNTY MANAGER/CLERK

DATE: _____

Position Paper

File #: 23-049

Agenda Date: 6/12/2023

Title For Agenda Item:

Authorization of the County’s Emergency Communications contract between the CCRCC and the Town of Cumberland from July 1, 2023 - June 30, 2026.

Recommended Action:

Approve the County’s Emergency Communications contract between the CCRCC and the Town of Cumberland from July 1, 2023 - June 30, 2026.

Background and Purpose of Request:

The current Communications Contract between the CCRCC and the Town of Cumberland is due to expire in June 2023. The population in Cumberland was 7,211 during the 2010 census and increased to 8,473 when the 2020 census was conducted resulting in an increase of 17.5% in population. See attached contract for further details.

Staff Contact: Melinda Fairbrother-Dyer, Regional Communications Director

Presentation: No

Fiscal Impact and Source:

Previous contract fee's:	Future contract fee's:
2020-2021 \$ 161,815.00	2023-2024 \$ 207,757.96
2021-2022 \$ 166,718.00	2024-2025 \$ 214,027.98
2022-2023 \$ 171,766.00	2025-2026 \$ 220,448.82

Effective Date if Applicable:

July 1, 2023

Position Paper

File #: 23-049

Agenda Date: 6/12/2023

Title For Agenda Item:

Authorization of the County’s Emergency Communications contract between the CCRCC and the Town of Cumberland from July 1, 2023 - June 30, 2026.

Recommended Action:

Approve the County’s Emergency Communications contract between the CCRCC and the Town of Cumberland from July 1, 2023 - June 30, 2026.

Background and Purpose of Request:

The current Communications Contract between the CCRCC and the Town of Cumberland is due to expire in June 2023. The population in Cumberland was 7,211 during the 2010 census and increased to 8,473 when the 2020 census was conducted resulting in an increase of 17.5% in population. See attached contract for further details.

Staff Contact: Melinda Fairbrother-Dyer, Regional Communications Director

Presentation: No

Fiscal Impact and Source:

Previous contract fee’s:	Future contract fee’s:
2020-2021 \$ 161,815.00	2023-2024 \$ 207,757.96
2021-2022 \$ 166,718.00	2024-2025 \$ 214,027.98
2022-2023 \$ 171,766.00	2025-2026 \$ 220,448.82

Effective Date if Applicable:

July 1, 2023

AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF

Cumberland
"COMMUNICATION SERVICES"

THIS AGREEMENT, effective July 1, 2023 is entered into by and between the COUNTY OF CUMBERLAND (hereinafter referred to as "the County") with a principal place of business at 142 Federal Street, Portland, Maine and the TOWN OF CUMBERLAND (hereinafter referred as "the Town") with a principal place of business at 290 Tuttle Road, Cumberland, Maine.

WITNESSETH

WHEREAS, pursuant to Title 30-A MRSA §107 and §453 the County Commissioners are authorized to establish a regional communications center and to contract with municipalities within the County that either the County or Municipality may perform; and WHEREAS, the Town is desirous of contracting with the County for Communication Services which are more particularly described herein; and

WHEREAS, the County is willing to provide said Communication Services;

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

1. SERVICES

The County agrees, through its Communications Department, to provide the Town with Communication services for appropriate service providers. These include, but are not limited to, Police, Fire, Rescue, Animal Control, Marine Safety, Public Works and access for use of the CODERED emergency alert system. The County shall:

- (A) Provide adequate facilities, equipment and personnel to carry out the purposes stated in the PSAP standards of the State of Maine.
- (B) Provide call answering which shall include all emergency and non-emergency calls for service.
- (C) Provide dispatching service which shall include dispatching personnel and equipment for emergency and non-emergency calls for service, dispatching for all ongoing incidents, as well as coordination of all support services as deemed appropriate by the incident commanders and / or authorized agency personnel.
- (D) Provide a warrant repository for participating agencies.
- (E) Provide all services in the most cost effective and efficient manner possible.
- (F) Ensure that all calls for service in the Town are dispatched to the appropriate service providers for the Town.

2. TERM

A. The initial term of this Agreement shall be three years from its effective date. This Agreement shall be automatically renewed without affirmative action by the parties for successive one-year periods on its anniversary date, until notice of termination is given. Notice of termination shall be given in writing by either party no less than ninety (90) days prior to the actual termination. If the Town fails to appropriate funds at town meeting, the agreement may be terminated. The term shall continue from year to year thereafter until terminated as provided herein.

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

1. By the Town if:
 - a. the County fails to provide sufficient personnel or equipment to perform the services detailed herein.
 - b. the County discontinues the service; or
 - c. the County fails to comply with the material terms of this Agreement.
2. By the County if:
 - a. the Town fails to make all payments required under the terms of the Agreement
 - b. the Town fails to abide by all Cumberland County RCC Policies and procedures.
 - c. the Town fails to comply with the material terms of this agreement.
3. A ninety (90) day written notice of termination must be provided, stating the grounds for termination and providing the other party an opportunity to cure the defect during said ninety (90) day period.

3. ADMINISTRATION

Pursuant to the provisions of Title 30-A M.R.S.A. Section 453, The County Commissioners, after consulting with municipal officers, will set policies for the Communications Center. The Cumberland County Communications Director shall be responsible for the administration and operation of the Communications Center.

A. Board of Directors.

A Board of Directors will be established to serve as a liaison between the Town/Agency and the Communications Department; review and recommend policies for the Communications Center; and review and recommend a budget for the Communications Center.

1. Composition The Board of Directors shall consist of one representative / designee from each of the participating agencies, (contracting with Cumberland County for Communications Service) and an “at-large” member of the community from each of the County Commissioners Districts. Communities for which the County is exclusively providing PSAP services may participate by appointing a non-voting member.

2. Term of Members The term of Board of Directors Members shall be three (3) years, except that one-third (1/3) of the initial committee shall be elected for a one-year term, one-third (1/3) for a two-year term and one-third (1/3) for three-year term. One-third of the members shall be appointed or re-appointed each year. Any representative may be appointed to successive terms without limit. The term of the initial committee members shall be determined by random selection. The same procedure will apply to all non-voting members.

3. Vacancies. Any vacancy on the Board shall be filled within 30 days after the vacancy occurs. The officials from the Town / Agency which the member represents make the appointments. An appointee to a vacancy shall serve until the expiration of the term of his / her predecessor and may be re-appointed.

B. Law Enforcement Committee. A law enforcement committee, comprised of representatives of each law enforcement agency served by the CCRCC will be established and shall have the responsibility and authority to promulgate policy and procedures for complete oversight of the teletype system and its usage. The Communications Director shall be responsible for maintaining training and certification of all communications officers to ensure compliance with all state regulations pertaining to the teletype system.

C. Technical Committee. A technical committee will be established to provide assistance to the Communications Department in the area of current technology and advice on future enhancements. The technical committee, comprised of individuals with expertise in communications such as radio, computers and diversified communications skills, operates on an as needed basis as scheduled by the Communications Director.

D. Acquisition, holding and disposal or Real and personal property. Any real and personal property acquired or used in the performance of this contract shall be the Property of Cumberland County. As such, acquisition, use and disposal of such property shall be in accordance with policies and procedures of Cumberland County.

E. Authority of the County Commissioners. This agreement shall not limit the County Commissioners' power to contract with other political subdivisions, quasi-municipal corporations, agencies or other enterprises to perform the services specified in this agreement, nor shall it restrict or curtail any authority otherwise bestowed by law upon the County Commissioners.

F. Indemnity. The County agrees to indemnify and hold harmless the Town from any and all liability, loss or damage arising out of the County's performance or failure to perform any of its obligations set forth in this agreement. The County further agrees to defend any claims brought or actions filed against the Town with respect to the County's performance or nonperformance of this agreement, whether such claims or actions are rightfully or wrongfully brought or filed.

The Town agrees to indemnify and hold harmless the County from any and all loss, liability or damage arising out of the Town's performance or failure to perform any of its obligations set forth in this agreement. The Town further agrees to defend the any claims brought or actions filed against the County with respect to the Town's performance or nonperformance of this agreement, whether such claims or actions are rightfully or wrongfully brought or filed.

G. Costs.

The Town agrees to pay the County \$207,757.96 for emergency communications service from July 1, 2023 to June 30, 2024.

The Town agrees to pay the County \$214,027.98 for emergency communications service from July 1, 2024 to June 30, 2025.

The Town agrees to pay the County \$220,448.82 for emergency communications service from July 1, 2025 to June 30, 2026.

This contract is based on a per capita fee of \$24.52 for 2023 / 2024, \$25.26 for 2024 / 2025 and \$26.02 for 2025 / 2026 using a population of 8,473.


1. The Town may make payments of equal installments on a monthly basis, semi-annual payments as long as the full contract amount is paid prior to the end of the contract period.
2. The town will be consistent with its payments and shall make their last payment for the contract period no later than 15 days prior to the end of the contract term.

H. ENTIRE AGREEMENT

This instrument embodies the entire agreement of the parties and may not be amended or changed unless in writing executed by all parties. There are no promised terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the TOWN OF CUMBERLAND By order duly adopted by its Selectmen, Town Manager or Council, has caused this Agreement to be signed by the Selectmen, Town Manager or Council and the COUNTY OF CUMBERLAND, by order of the County Commissioners, has caused this Agreement to be subscribed by the Chairman of said Board and the seal of said board to be affixed thereto and attested by the Clerk of said Board, all as of the day and year first above written.

By: _____
Chairman, Board of Commissioners

By: 
Town of CUMBERLAND
It's Authorized Representative

Date: _____

Date: 5/22/25

Position Paper

File #: 23-050

Agenda Date: 6/12/2023

Title For Agenda Item:

Authorization of the County's Emergency Communications contract between the CCRCC and the Town of North Yarmouth from July 1, 2023 - June 30, 2026

Recommended Action:

Approval of the County's Emergency Communications contract between the CCRCC and the Town of North Yarmouth from July 1, 2023 - June 30, 2026.

Background and Purpose of Request:

See attached contract for approval. The current Communications Contract between the CCRCC and the Town of North Yarmouth is due to expire in June 2023. The population in North Yarmouth was 3,565 during the 2010 census and increased to 4,072 when the 2020 census was conducted resulting in an increase of 14.2% in population.

Staff Contact: Melinda Fairbrother-Dyer

Presentation: No

Fiscal Impact and Source:

Previous contract fee's:	Future contract fee's:
2020-2021 \$ 27,587.00	2023-2024 \$ 33,675.44
2021-2022 \$ 28,407.00	2024-2025 \$ 34,693.44
2022-2023 \$ 29,207.00	2025-2026 \$ 35,734.24

Effective Date if Applicable:

7/1/2023 - 6/30/2026

Position Paper

File #: 23-050

Agenda Date: 6/12/2023

Title For Agenda Item:

Authorization of the County’s Emergency Communications contract between the CCRCC and the Town of North Yarmouth from July 1, 2023 - June 30, 2026

Recommended Action:

Approval of the County’s Emergency Communications contract between the CCRCC and the Town of North Yarmouth from July 1, 2023 - June 30, 2026.

Background and Purpose of Request:

See attached contract for approval. The current Communications Contract between the CCRCC and the Town of North Yarmouth is due to expire in June 2023. The population in North Yarmouth was 3,565 during the 2010 census and increased to 4,072 when the 2020 census was conducted resulting in an increase of 14.2% in population.

Staff Contact: Melinda Fairbrother-Dyer

Presentation: No

Fiscal Impact and Source:

Previous contract fee's:	Future contract fee's:
2020-2021 \$ 27,587.00	2023-2024 \$ 33,675.44
2021-2022 \$ 28,407.00	2024-2025 \$ 34,693.44
2022-2023 \$ 29,207.00	2025-2026 \$ 35,734.24

Effective Date if Applicable:

7/1/2023 - 6/30/2026

AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF

**NORTH YARMOUTH
"COMMUNICATION SERVICES"**

THIS AGREEMENT, effective July 1, 2023 is entered into by and between the COUNTY OF CUMBERLAND (hereinafter referred to as "the County") with a principal place of business at 142 Federal Street, Portland, Maine and the TOWN OF NORTH YARMOUTH (hereinafter referred as "the Town") with a principal place of business 10 Village Square Road North Yarmouth , Maine, 04097.

WITNESSETH

WHEREAS, pursuant to Title 30-A MRSA §107 and §453 the County Commissioners are authorized to establish a regional communications center and to contract with municipalities within the County that either the County or Municipality may perform; and
WHEREAS, the Town is desirous of contracting with the County for Communication Services which are more particularly described herein; and

WHEREAS, the County is willing to provide said Communication Services;

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

1. SERVICES

The County agrees, through its Communications Department, to provide the Town with Communication services for appropriate service providers. These include, but are not limited to, Fire, Rescue, Animal Control, Marine Safety, Public Works and access for use of the CODERED emergency alert system. The County shall:

- (A) Provide adequate facilities, equipment and personnel to carry out the purposes stated in the PSAP standards of the State of Maine.
- (B) Provide call answering which shall include all emergency and non-emergency calls for service.
- (C) Provide dispatching service which shall include dispatching personnel and equipment for emergency and non-emergency calls for service, dispatching for all ongoing incidents, as well as coordination of all support services as deemed appropriate by the incident commanders and / or authorized agency personnel.
- (D) Provide a warrant repository for participating agencies.
- (E) Provide all services in the most cost effective and efficient manner possible.
- (F) Ensure that all calls for service in the Town are dispatched to the appropriate service providers for the Town.

2. TERM

A. The initial term of this Agreement shall be three years from its effective date. This Agreement shall be automatically renewed without affirmative action by the parties for successive one-year periods on its anniversary date, until notice of termination is given. Notice of termination shall be given in writing by either party no less than ninety (90) days prior to the actual termination. If the Town fails to appropriate funds at town meeting, the agreement may be terminated. The term shall continue from year to year thereafter until terminated as provided herein.

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

1. By the Town if:

- a. the County fails to provide sufficient personnel or equipment to perform the services detailed herein.
- b. the County discontinues the service; or
- c. the County fails to comply with the material terms of this Agreement.

2. By the County if:

- a. the Town fails to make all payments required under the terms of the Agreement
- b. the Town fails to abide by all Cumberland County RCC Policies and procedures.
- c. the Town fails to comply with the material terms of this agreement.

3. A ninety (90) day written notice of termination must be provided, stating the grounds for termination and providing the other party an opportunity to cure the defect during said ninety (90) day period.

3. ADMINISTRATION

Pursuant to the provisions of Title 30-A M.R.S.A. Section 453, The County Commissioners, after consulting with municipal officers, will set policies for the Communications Center. The Cumberland County Communications Director shall be responsible for the administration and operation of the Communications Center.

A. Board of Directors.

A Board of Directors will be established to serve as a liaison between the Town/Agency and the Communications Department; review and recommend policies for the Communications Center; and review and recommend a budget for the Communications Center.

1. Composition The Board of Directors shall consist of one representative / designee from each of the participating agencies, (contracting with Cumberland County for Communications Service) and an "at-large" member of the community from each of the County Commissioners Districts. Communities for which the County is exclusively providing PSAP services may participate by appointing a non-voting member.

2. Term of Members The term of Board of Directors Members shall be three (3) years, except that one-third (1/3) of the initial committee shall be elected for a one-year term, one-third (1/3) for a two-year term and one-third (1/3) for three-year term. One-third of the members shall be appointed or re-appointed each year. Any representative may be appointed to successive terms without limit. The term of the initial committee members shall be determined by random selection. The same procedure will apply to all non-voting members.

3. Vacancies. Any vacancy on the Board shall be filled within 30 days after the vacancy occurs. The officials from the Town / Agency which the member represents make the appointments. An appointee to a vacancy shall serve until the expiration of the term of his / her predecessor and may be re-appointed.

B. Law Enforcement Committee. A law enforcement committee, comprised of representatives of each law enforcement agency served by the CCRC will be established and shall have the responsibility and authority to promulgate policy and procedures for complete oversight of the teletype system and its usage. The Communications Director shall be responsible for maintaining training and certification of all communications officers to ensure compliance with all state regulations pertaining to the teletype system.

C. Technical Committee. A technical committee will be established to provide assistance to the Communications Department in the area of current technology and advice on future enhancements. The technical committee, comprised of individuals with expertise in communications such as radio, computers and diversified communications skills, operates on an as needed basis as scheduled by the Communications Director.

D. Acquisition, holding and disposal of Real and personal property. Any real and personal property acquired or used in the performance of this contract shall be the Property of Cumberland County. As such, acquisition, use and disposal of such property shall be in accordance with policies and procedures of Cumberland County.

E. Authority of the County Commissioners. This agreement shall not limit the County Commissioners' power to contract with other political subdivisions, quasi-municipal corporations, agencies or other enterprises to perform the services specified in this agreement, nor shall it restrict or curtail any authority otherwise bestowed by law upon the County Commissioners.

F. Indemnity. The County agrees to indemnify and hold harmless the Town from any and all liability, loss or damage arising out of the County's performance or failure to perform any of its obligations set forth in this agreement. The County further agrees to defend any claims brought or actions filed against the Town with respect to the County's performance or nonperformance of this agreement, whether such claims or actions are rightfully or wrongfully brought or filed.

The Town agrees to indemnify and hold harmless the County from any and all loss, liability or damage arising out of the Town's performance or failure to perform any of its obligations set forth in this agreement. The Town further agrees to defend the any claims brought or actions filed against the County with respect to the Town's performance or nonperformance of this agreement, whether such claims or actions are rightfully or wrongfully brought or filed.

G. Costs.

The Town agrees to pay the County \$ 33,675.44 for emergency communications service from July 1, 2023 to June 30, 2024.

The Town agrees to pay the County \$ 34,693.44 for emergency communications service from July 1, 2024 to June 30, 2025.

The Town agrees to pay the County \$ 35,734.24 for emergency communications service from July 1, 2025 to June 30, 2026.

This contract is based on a per capita fee of \$8.27 for 2023 / 2024 and \$8.52 for 2024 / 2025 and \$8.78 for 2025 / 2026 using a population of 4,072. The contract will have an annual escalator of 3%. *The contract fee also includes a \$600.00 annual I am responding license.*

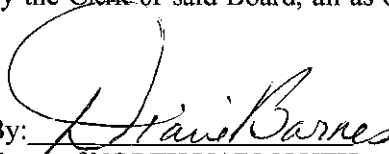
1. The Town may make payments of equal installments on a monthly basis, semi-annual payments as long as the full contract amount is paid prior to the end of the contract period.
2. The town will be consistent with its payments and shall make their last payment for the contract period no later than 15 days prior to the end of the contract term.

H. ENTIRE AGREEMENT

This instrument embodies the entire agreement of the parties and may not be amended or changed unless in writing executed by all parties. There are no promised terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the TOWN of NORTH YARMOUTH By order duly adopted by its Selectmen, Town Manager or Council, has caused this Agreement to be signed by the Selectmen, Town Manager or Council and the COUNTY OF CUMBERLAND, by order of the County Commissioners, has caused this Agreement to be subscribed by the Chairman of said Board and the seal of said board to be affixed thereto and attested by the Clerk of said Board, all as of the day and year first above written.

By: _____
Chairman, Board of Commissioners

By: 
Town of NORTH YARMOUTH
Diane Barnes, Town Manager

Date: _____

Date: 2/22/2023

Position Paper

File #: 23-051

Agenda Date: 6/12/2023

Title For Agenda Item:

Authorization of the County’s Emergency Communications contract between the CCRCC and the Town of Windham from July 1, 2023 - June 30, 2026.

Recommended Action:

Approve County’s Emergency Communications contract between the CCRCC and the Town of Windham from July 1, 2023 - June 30, 2026.

Background and Purpose of Request:

The current Communications Contract between the CCRCC and the Town of Windham is due to expire in June 2023. The population in Windham was 17,001 during the 2010 census and increased to 18,434 when the 2020 census was conducted resulting in an increase of 8.4% in population. Please see attached contract outlining services provided.

Staff Contact: Melinda Fairbrother-Dyer

Presentation: No

Fiscal Impact and Source:

Previous contract fee's:	Future contract fee's:
2020-2021 \$ 381,502.00	2023-2024 \$ 452,001.68
2021-2022 \$ 393,063.00	2024-2025 \$ 465,642.84
2022-2023 \$ 404,964.00	2025-2026 \$ 479,612.13

Effective Date if Applicable:

July 1, 2023

Position Paper

File #: 23-051

Agenda Date: 6/12/2023

Title For Agenda Item:

Authorization of the County’s Emergency Communications contract between the CCRCC and the Town of Windham from July 1, 2023 - June 30, 2026.

Recommended Action:

Approve County’s Emergency Communications contract between the CCRCC and the Town of Windham from July 1, 2023 - June 30, 2026.

Background and Purpose of Request:

The current Communications Contract between the CCRCC and the Town of Windham is due to expire in June 2023. The population in Windham was 17,001 during the 2010 census and increased to 18,434 when the 2020 census was conducted resulting in an increase of 8.4% in population. Please see attached contract outlining services provided.

Staff Contact: Melinda Fairbrother-Dyer

Presentation: No

Fiscal Impact and Source:

Previous contract fee's:	Future contract fee's:
2020-2021 \$ 381,502.00	2023-2024 \$ 452,001.68
2021-2022 \$ 393,063.00	2024-2025 \$ 465,642.84
2022-2023 \$ 404,964.00	2025-2026 \$ 479,612.13

Effective Date if Applicable:

July 1, 2023

**AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF
WINDHAM
“COMMUNICATION SERVICES”**

THIS AGREEMENT, effective July 1, 2023 is entered into by and between the COUNTY OF CUMBERLAND (hereinafter referred to as “the County”) with a principal place of business at 142 Federal Street, Portland, Maine and the TOWN OF WINDHAM (hereinafter referred as “the Town”) with a principal place of business at 8 School Road, Windham, Maine 04062.

WITNESSETH

WHEREAS, pursuant to Title 30-A MRSA §107 and §453 the County Commissioners are authorized to establish a regional communications center and to contract with municipalities within the County that either the County or Municipality may perform; and
WHEREAS, the Town is desirous of contracting with the County for Communication Services which are more particularly described herein; and

WHEREAS, the County is willing to provide said Communication Services;

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

1. SERVICES

The County agrees, through its Communications Department, to provide the Town with Communication services for appropriate service providers. These include, but are not limited to, Police, Fire, Rescue, Animal Control, Marine Safety, Public Works and access for use of the CODERED emergency alert system. The County shall:

- (A) Provide adequate facilities, equipment and personnel to carry out the purposes stated in the PSAP standards of the State of Maine.
- (B) Provide call answering which shall include all emergency and non-emergency calls for service.
- (C) Provide dispatching service which shall include dispatching personnel and equipment for emergency and non-emergency calls for service, dispatching for all ongoing incidents, as well as coordination of all support services as deemed appropriate by the incident commanders and / or authorized agency personnel.
- (D) Provide a warrant repository for participating agencies.
- (E) Provide all services in the most cost effective and efficient manner possible.
- (F) Ensure that all calls for service in the Town are dispatched to the appropriate service providers for the Town.

2. TERM

A. The initial term of this Agreement shall be three and one-half years from its effective date. This Agreement shall be automatically renewed without affirmative action by the parties for successive one-year periods on its anniversary date, until notice of termination is given. Notice of termination shall be given in writing by either party no less than ninety (90) days prior to the actual termination. If the Town fails to appropriate funds at town meeting, the agreement may be terminated. The term shall continue from year to year thereafter until terminated as provided herein.

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

1. By the Town if:

- a. the County fails to provide sufficient personnel or equipment to perform the services detailed herein.
- b. the County discontinues the service; or
- c. the County fails to comply with the material terms of this Agreement.

2. By the County if:

- a. the Town fails to make all payments required under the terms of the Agreement
- b. the Town fails to abide by all Cumberland County RCC Policies and procedures.
- c. the Town fails to comply with the material terms of this agreement.

3. A ninety (90) day written notice of termination must be provided, stating the grounds for termination and providing the other party an opportunity to cure the defect during said ninety (90) day period.

3. ADMINISTRATION

Pursuant to the provisions of Title 30-A M.R.S.A. Section 453, The County Commissioners, after consulting with municipal officers, will set policies for the Communications Center. The Cumberland County Communications Director shall be responsible for the administration and operation of the Communications Center.

A. Board of Directors.

A Board of Directors will be established to serve as a liaison between the Town/Agency and the Communications Department; review and recommend policies for the Communications Center; and review and recommend a budget for the Communications Center.

1. Composition The Board of Directors shall consist of one representative / designee from each of the participating agencies, (contracting with Cumberland County for Communications Service) and an “at-large” member of the community from each of the County Commissioners Districts. Communities for which the County is exclusively providing PSAP services may participate by appointing a non-voting member.

2. Term of Members The term of Board of Directors Members shall be three (3) years, except that one-third (1/3) of the initial committee shall be elected for a one-year term, one-third (1/3) for a two-year term and one-third (1/3) for three-year term. One-third of the members shall be appointed or re-appointed each year. Any representative may be appointed to successive terms without limit. The term of the initial committee members shall be determined by random selection. The same procedure will apply to all non-voting members.

3. Vacancies. Any vacancy on the Board shall be filled within 30 days after the vacancy occurs. The officials from the Town / Agency which the member represents make the appointments. An appointee to a vacancy shall serve until the expiration of the term of his / her predecessor and may be re-appointed.

B. Law Enforcement Committee. A law enforcement committee, comprised of representatives of each law enforcement agency served by the CCRCC will be established and shall have the responsibility and authority to promulgate policy and procedures for complete oversight of the teletype system and its usage. The Communications Director shall be responsible for maintaining training and certification of all communications officers to ensure compliance with all state regulations pertaining to the teletype system.

C. Technical Committee. A technical committee will be established to provide assistance to the Communications Department in the area of current technology and advice on future enhancements. The technical committee, comprised of individuals with expertise in communications such as radio, computers and diversified communications skills, operates on an as needed basis as scheduled by the Communications Director.

D. Acquisition, holding and disposal of Real and personal property. Any real and personal property acquired or used in the performance of this contract shall be the Property of Cumberland County. As such, acquisition, use and disposal of such property shall be in accordance with policies and procedures of Cumberland County.

E. Authority of the County Commissioners. This agreement shall not limit the County Commissioners' power to contract with other political subdivisions, quasi-municipal corporations, agencies or other enterprises to perform the services specified in this agreement, nor shall it restrict or curtail any authority otherwise bestowed by law upon the County Commissioners.

F. Indemnity. The County agrees to indemnify and hold harmless the Town from any and all liability, loss or damage arising out of the County's performance or failure to perform any of its obligations set forth in this agreement. The County further agrees to defend any claims brought or actions filed against the Town with respect to the County's performance or nonperformance of this agreement, whether such claims or actions are rightfully or wrongfully brought or filed.

The Town agrees to indemnify and hold harmless the County from any and all loss, liability or damage arising out of the Town's performance or failure to perform any of its obligations set forth in this agreement. The Town further agrees to defend the any claims brought or actions filed against the County with respect to the Town's performance or nonperformance of this agreement, whether such claims or actions are rightfully or wrongfully brought or filed.

G. Costs.

The Town agrees to pay the County \$ 452,001.68 for emergency communications service from July 1, 2023 to June 30, 2024.

The Town agrees to pay the County \$465,642.84 for emergency communications service from July 1, 2024 to June 30, 2025.

The Town agrees to pay the County \$479,612.13 for emergency communications service from July 1, 2025 to June 30, 2026.

This contract is based on a per capita fee of \$24.52 for 2023-2024, \$25.26 for 2024-2025 and \$26.02 for 2025-2026 using a population of 18,434 from the 2020 U.S. Census.

1. The Town may make payments of equal installments on a monthly basis, semi-annual payments as long as the full contract amount is paid prior to the end of the contract period.
2. The town will be consistent with its payments and shall make their last payment for the contract period no later than 15 days prior to the end of the contract term.

H. ENTIRE AGREEMENT

This instrument embodies the entire agreement of the parties and may not be amended or changed unless in writing executed by all parties. There are no promised terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the TOWN OF WINDHAM By order duly adopted by its Selectmen, Town Manager or Council, has caused this Agreement to be signed by the Selectmen, Town Manager or Council and the COUNTY OF CUMBERLAND, by order of the County Commissioners, has caused this Agreement to be subscribed by the Chairman of said Board and the seal of said board to be affixed thereto and attested by the Clerk of said Board, all as of the day and year first above written.

By: _____
Chairman, Board of Commissioners

Date:

By: 
Town of WINDHAM
It's Authorized Representative

3/1/2023
Date:

Position Paper

File #: 23-052

Agenda Date: 6/12/2023

Agenda #:

Title For Agenda Item:

Authorization for the County Manager to accept a monetary donation of \$80,000 on behalf of the Cumberland County Jail from the Point Church, South Portland, for housing assistance to recently released inmates.

Recommended Action:

Authorize the County Manager to accept a monetary donation of \$80,000 on behalf of the Cumberland County Jail from the Point Church, South Portland, for housing assistance to recently released inmates.

Background and Purpose of Request:

The expectations of how the donation will be utilized is as follows:

1. Used to fund sober living programs
2. Job placement
3. Any other way that would bolster the inmate's reentry success

Staff Contact: Kevin Joyce, County Sheriff

Presentation: No

Fiscal Impact and Source:

\$80,000.00 +/-

Effective Date if Applicable:

Immediately

Position Paper

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Agenda Date: 6/12/2023

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Presentation: No

Fiscal Impact and Source:

\$80,000.00 +/-

Effective Date if Applicable:

Immediately

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

TO:	Cumberland County Commissioners
FROM:	Kevin J. Joyce, Sheriff
DATE:	05-02-2023
SUBJECT:	Donation from The Point Church, South Portland

Requested Action:

I recommend that the Cumberland County Commissioners accept the donation and place in a dedicated account within the Bureau of Justice Assistance (BJA) Comprehensive Opioid, Stimulant and Substance Use Program (COSSUP) grant so that the release planning staff and Medication Assisted Treatment (MAT) Coordinator can utilize to secure temporary housing for qualified inmates upon release from the Cumberland County Jail.

Background & Purpose of Request:

Chief Deputy Naldo Gagnon approach me asking if it was legal for a church to donate to the jail in order to assist inmates in getting “back on their feet” upon release from the Cumberland County Jail. Reverend Jeff McIlwain had been approached by a volunteer at the jail, who is the Outreach Pastor at The Point Christian Church in South Portland, about donating the offerings taken during the Easter Sunday Services at The Point to go to benefit inmates being released back into the community. I advised the Chief that as long as we didn’t solicit, then a donation would be appropriate. Title 25 §3702-C, forbids law enforcement officers from solicitation.

On Sunday, April 9, 2023 as the result of several Easter related services, The Point Christian Church collected and wants to donate to the Cumberland County Jail, \$80,000.00+/- to be utilized for temporary housing for inmates released from the Cumberland County Jail. The expectations of how the donation will be utilized is as follows:

1. Used to fund sober living programs
2. Job placement
3. Any other way that would bolster the inmate’s reentry success

Funding Amount and Source: \$80,000.00 +/-

Attachments: Point Church Donation MOU



4.26.2023

Sheriff Joyce

Cumberland County Jail

Eastpoint Christian Church collects and distributes its Christmas and Easter offering every year toward efforts that will help the Greater Portland Community flourish. In 2023 we determined that our Easter offering would be dedicated to helping those inmates who are reentering the community. We were blessed to see the offering come in at \$82,034. These funds are to be utilized at the discretion of the CCJ staff to help the departing inmates thrive as they reenter the community as well as diminish the likelihood of their return to CCJ. Examples would include but are not limited to sober living, job placement and those items that would bolster their reentry success.

CCJ staff would be responsible for distribution of those funds as well as some informal reporting on the value and success of the program.

We look forward to ongoing collaboration as Eastpoint will also welcome these men and women into our own community.

Sincerely,

Kurt Holmgren

Outreach Pastor

Eastpoint Christian Church



Position Paper

File #: 23-053

Agenda Date: 6/12/2023

Agenda #:

Title For Agenda Item:

Authorization for the County Manager to award bid Lake Region Homeless Services Study and enter into a contract between Cumberland County and Levin Planning Strategies for the Planning and Consulting services in the amount of \$115,000.00.

Recommended Action:

Authorization for the County Manager to award bid Lake Region Homeless Services Study and enter into a contract between Cumberland County and Levin Planning Strategies for the Planning and Consulting services in the amount of \$115,000.00.

Background and Purpose of Request:

In the Spring of 2022, Cumberland County partnered with The Tedford Housing to examine the need for a homeless services in the Lakes Region communities of Baldwin, Casco, Naples, Raymond, Sebago plus Standish, Windham, Bridgton, and Gray.

Tedford House released a Request for Proposals in January 2023 and amended in February 2023.

Tedford House received one qualified bid from Levine Planning Strategies. Since the time of the bid, it has been decided that Cumberland County will take the lead role in awarding and administering this bid while Tedford House will advise the County and offer limited assistance to the winning bidder.

After discussions with the winning bidder, Levine Planning Strategies. The County would like to propose an amended scope of work with an updated budget of \$115,000. The purpose of the amendment is to expand the study to include a more comprehensive approach to examining the need for homeless support services in the greater Lakes Region.

Staff Contact: Sandra Warren

Presentation: [No]

Attachments include: Proposal form Levin Planning Strategies & Amended Scope of Work

Fiscal Impact and Source:

\$115,000.00 ARPA

Effective Date if Applicable:

[Type Text]

Position Paper

File #: 23-053

Agenda Date: 6/12/2023

Title For Agenda Item:

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Presentation: [No]

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Fiscal Impact and Source:

\$115,000.00 ARPA

Effective Date if Applicable:

[Type Text]

PROPOSAL

Tedford Housing Lake Region Homeless Service Study

February 27, 2023



LEVINE PLANNING STRATEGIES
Tools for Building Communities

We offer the following proposal to Tedford Housing to complete a homeless service study for the Lakes Region communities of Baldwin, Casco, Naples, Raymond and Sebago. Our team's experience is a solid match for the needs of Tedford Housing in completing this important work. We have worked closely with communities in Maine and are committed to work with Tedford Housing to ensure this project is a valuable asset to their work and the work of other partners in the region.

Background

Tedford Housing has received ARPA funding from Cumberland County to:

"[E]valuate the need and options for provision of programs and services for people experiencing or at imminent risk of homelessness in the greater Lakes Region, including the towns of Baldwin, Casco, Naples, Raymond, and Sebago. Currently, there are no defined programs or services located within the Lakes Region to aid and support people experiencing homelessness with securing emergency or permanent housing, or to assist those at risk of housing insecurity with successfully maintaining permanent housing."

Specifically, the RFP seeks assistance in the following areas:

1. Analyzing current supply of and demand for homeless services (tenure, type, rentals, demographics, selected economic data, special populations, etc.).
2. Preparing a town-by-town homeless services profile (housing stock, population, housing trends, affordability, rental costs, short-term rentals, selected demographic characteristics, housing quality, and mobile home parks).
3. Using U.S. Census, MaineHousing, and other data, prepare a needs assessment of how different demographic groups in the Lakes Region are impacted by housing supply and cost trends (i.e., low income families, seniors, and disabled residents, for example).
4. Identifying factors contributing to homelessness in the Lakes Region.
5. Using a 20-year timeline, compare the Lakes Region housing affordability data to State and Federal data to identify local and non-local factors in both affordable and unaffordable housing situations.
6. Estimating future demand for different homeless service types and markets, including the County's unmet housing needs (again, for a range of housing types and markets).
7. Assessing the impact of pending State legislation on County housing opportunities, including the potential to increase housing units (both affordable and market rate), impact on municipal zoning ordinances and Comprehensive Plans, and any unintended consequences from the legislation.
8. Recommending immediate and future actions to be taken by Tedford Housing, the County, individual municipalities or multiple towns, and/or other entities.
 - a. Taking into account various town goals (rural values, infrastructure plans, etc.)
 - b. Preparing a map(s) identifying potential areas for the location of homeless services.
 - c. Identifying HUD, MaineHousing, ARPA and other funding sources to be used to implement goals and recommendations.
 - d. Providing strategies to create effective homeless services capacity in the Lakes Region to implement priority goals.

Qualifications

Levine Planning Strategies, LLC (LPS) is a small, Maine-based firm committed to building communities by using good processes and effective planning tools. LPS has experience in drafting and revising zoning bylaws and ordinances, especially in Maine, public finance, and how capital planning, annual budgeting, and use of tools such as tax increment finance can be used for policy objectives.

LPS also has extensive experience on affordable housing policy and have developed housing needs assessments in many communities in Maine. LPS has also refined housing tools ranging from Housing Trusts to inclusionary zoning bylaws to housing needs assessments. Principal and Owner Jeff Levine, AICP, was extensively involved in the process for evaluating alternative sites for the new homeless service center in Portland, including evaluating and amending zoning text; site evaluation; working with the City Council and residents on selection criteria; and site planning for the approved project now under construction.

Please see attached project samples after this narrative.

Capacity to Accomplish Scope of Services

We propose to complete portions of items 2, 3, 5, 7 and 8 in the RFP, renumbered below as 1 through 6 and defined in more detail:

Task 1: Prepare a Housing Profile of Five Lakes Region Towns

We will prepare a town-by-town housing profile of the five towns identified. This profile will include details on the quantity and type of housing available in each community and the affordability of existing housing stock. Data on short-term rentals, housing quality, mobile homes and demographic characteristics of current residents will also be provided if available. This work will be based on generally available data from the U.S. Census, local comprehensive plans, and Maine Housing. Additional data from communities and service providers, if available, will also be utilized in this housing profile task. Any information on individuals experiencing homelessness in these towns will be included in this data, if available from local sources.

Output: Housing characteristics profiles of the five towns as of the most recent available data.

Task 2: Complete a Housing Needs Assessment for Persons at Risk of Homelessness

Based on the information in Task 1 and additional data as provided to us, we will complete a Housing Needs Assessment of these Lakes Region towns, with a focus on the needs of those experiencing, or at risk of experiencing, homelessness. This information will be provided for low-income households, senior citizens and disabled residents, as data is available. Output: Housing Needs Assessment for the Lakes Region.

Task 3: Explore Factors that will Affect Current Needs Over a 20-year Timeframe

Using current projections available, we will explore how current trends might continue or change in the Lakes Region related to homelessness and housing affordability. Output: Environmental scan of homelessness and housing affordability challenges in these towns.

Task 4: Outline Impacts of Changes in State Housing & Zoning Laws

We will summarize recently enacted state housing and zoning laws, most notably LD2003, as well as potential laws under consideration in the current legislative session. We will then look at the impacts of these laws on addressing the issues identified in Tasks 2 and 3. Output: White paper on the opportunities and challenges from changes in state housing & zoning laws on homeless and housing-burdened households in the Lakes Region.

Task 5: Develop Final Recommendations and Action Plan

Based on the information in the previous tasks, we will develop a set of final recommendations and actions for local governments, Tedford Housing, and other organizations to help reduce future homelessness and risk of homelessness in the region. Output: A final action plan for homelessness in the Lakes Region.

Schedule

We expect to be able to start this work in mid-May 2023 with a projected completion of October 2023. As part of this work we anticipate periodic meetings with Tedford Housing as well as meetings and/or focus groups with local officials and homeless service providers as indicated in the schedule. The final meetings indicated in November will be a joint meeting to present our final recommendations to both Tedford staff, local officials, and others:

Task	5/23	6/23	7/23	8/23	9/23	10/23	11/23
1: Housing Profile							
2: Needs Assessment							
3: 20 Year Projection							
4: State Law Impacts							
5: Final Action Plan							
Meetings with Tedford Staff	X			x			X
Meetings with local officials and service providers		X		X			

This schedule will depend on a number of external factors and will require coordination with data providers and others that are able to assist in this study.

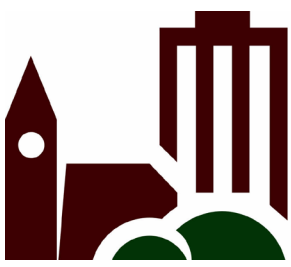
Draft Budget

Our estimated budget is as follow. We will charge a fixed fee for each item, inclusive of travel, subconsultants and contractors for this scope, and other expenses. This budget will permit Tedford to retain a contingent portion of the amount received from Cumberland County for additional services if desired. These additional services may include the addition of a firm or firms to determine the base need for homeless services or other work that was included in the initial RFP and not included in this scope of work.

Task	Budget
1: Housing Profile	\$11,500
2: Needs Assessment	\$10,000
3: 20 Year Projection	\$67,500
4: State Law Impacts	\$5,000
5: Final Action Plan	\$6,500
TOTAL	\$39,500

The final budget will depend on the final scope of work.

FIRM OVERVIEW AND PROJECT SAMPLES



LEVINE PLANNING STRATEGIES

Tools for Building Communities

PO Box 7215
Portland, ME 04112-7215
617-817-0424

jlevine@levineplans.com
<https://www.levineplans.com>

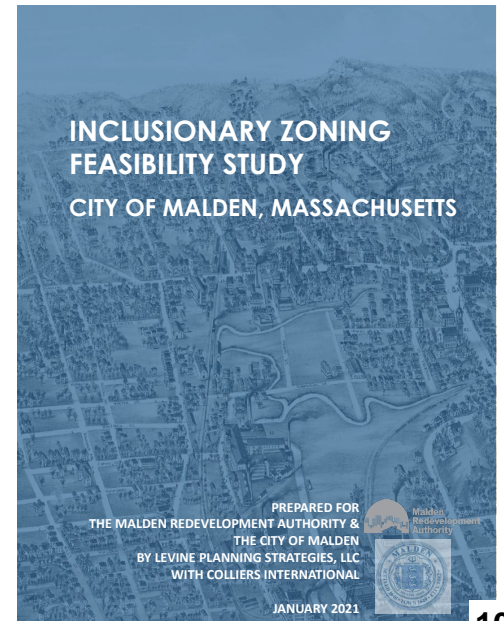
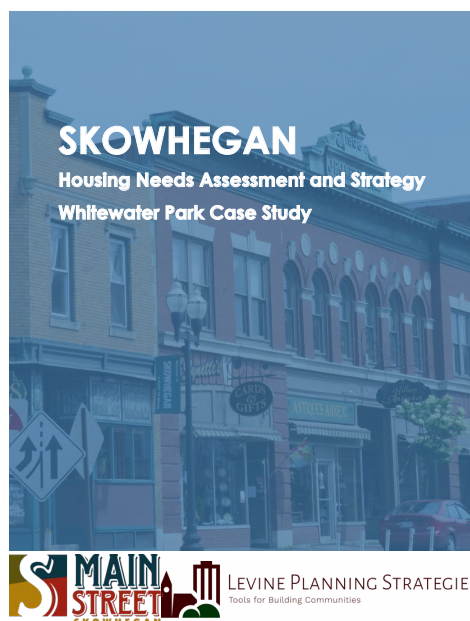
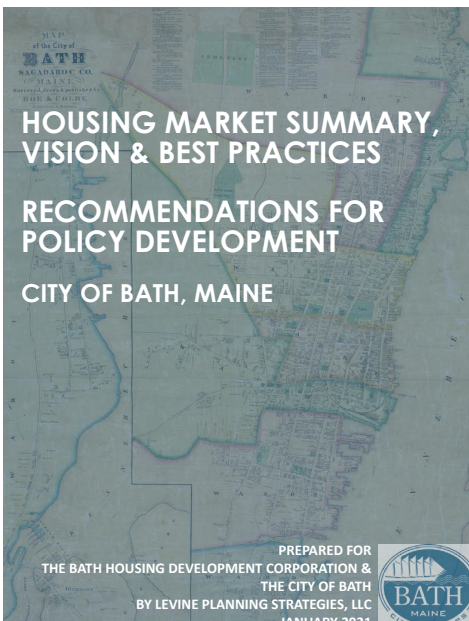
FIRM OVERVIEW

Levine Planning Strategies, LLC, is a small, New England-based firm committed to building communities by using good processes and effective planning tools. Founded by Jeff Levine, AICP, in 2019, Levine Planning Strategies has worked with communities of different sizes across New England on issues of housing, economic development, and land use.

Jeff's career path brought him from his first planning job at the Cape Cod Commission to the head of the largest Planning Department in northern New England. He understands scale and context. At the same time, he knows there are often national models that can be adopted to specific contexts.



We have experience looking at the big picture, with experience in statewide housing laws including the Comprehensive Permit law in Massachusetts (Chapter 40B) and the statewide housing and zoning bill in Maine (LD2003.) At the same time, we've worked in communities on specific housing efforts, including zoning revisions, Comprehensive Plans and creation of local Housing Trusts. We also understand how important it is for coastal communities with economies partially based on tourism to provide affordable year-round and seasonal housing to its workers and residents. Providing safe and accessible housing in a sensitive environment is a challenge, but one that can be met with thoughtful and open-minded planning that is focussed on objectives.



JEFFREY ROBERT LEVINE, AICP
jlevine@levineplans.com
617-817-0424



PROFESSIONAL EXPERIENCE

MASSACHUSETTS INSTITUTE OF TECHNOLOGY 2019-

Faculty, Department of Urban Studies and Planning

Teach courses in the Masters of City Planning curriculum, including 11.407: *Economic Development Planning* and 11.360: *Community Growth and Land Use Planning*.

Developing an entirely reinvented core course for fall 2020 that will be taught to all master's students. These changes will focus on increasing relevance for professional training and incorporating teaching on the racial and economic disparities built into the traditional planning process. Provide student mentoring and advice. Conduct research on urban planning topics.

LEVINE PLANNING STRATEGIES

2019-

Owner and Principal

Operating boutique consulting firm in the areas of land use planning, real estate development, entitlement services, and demographic analysis. Sample projects include:

- Hallowell (ME) Comprehensive Plan (Client: City of Hallowell);
- Malden (MA) Inclusionary Zoning Feasibility Study (Client: Malden Redevelopment Authority);
- Hanson (MA) Zoning Quality Control Audit (Client: Town of Hanson);
- Bath (ME) Housing Study and Policy Development (Client: Bath Housing Development Corporation); and
- Smart Growth consulting for development projects (Clients: Varied)

CITY OF PORTLAND, MAINE

2012 - 2019

Director of Planning and Urban Development

Led a department of 25 staff in urban planning, community development, housing, preservation, inspections and other land use activities in a regional core city. Represent the City in state, regional, and private venues. Worked with the City Manager, Mayor and City Council to advance common core goals.

Accomplishments include:

- Leveraging City and Federal funds through grant writing and seeking in-kind assistance for planning projects. Grantors include the U.S. Environmental Protection agency and Portland (OR) State University. Partnership with the Portland Society for Architecture has resulted in significant leverage of City resources.
- Guiding City through rezoning processes to allow infill development in urban neighborhoods and proactive inclusionary zoning ordinance amendments to address workforce housing issues.
- Completing of new Comprehensive Plan for the City (<https://portlandsplan.me>), awarded "Plan of the Year" in 2019 by the Maine Association of Planners
- Initiated of a City-wide land use code overhaul (<https://www.recodeportland.me>)

- Worked with a variety of stakeholders to update the waterfront zoning in Portland, consistent with City planning goals related to the mixed-use Eastern Waterfront, the working Central Waterfront Zone, and the intermodal terminal area in the western waterfront.

TOWN OF BROOKLINE, MASSACHUSETTS

2004 - 2012

Director of Planning and Community Development (2005-2012)

Oversaw Town's land use planning and development office in a community of 60,000 residents, including dense neighborhoods and commercial areas. Led planning team in affordable housing, economic development, comprehensive planning, zoning, and historic preservation activities. Analyzed land use issues and present recommendations to the Town Boards/Commissions and the public. Represented the Town at state and regional activities. Managed \$1 million annual operating budget and a staff of 15 FTE. Maintained high level of communication with a demanding set of stakeholders, including neighborhood groups, Town Boards/Commissions, Town Meeting, the Board of Selectmen and the public.

Accomplishments included:

- Guiding the \$32 million 40B adaptive reuse project at the former Saint Aidan's church into a 59-unit mixed income development with significant preservation of historic structures and open space.
- Working with commercial and residential developers on several significant new developments valued at over \$250 million.
- Working with selected developer for former Town-owned reservoir site to develop mixed income housing, including financing and marketing of lots.
- Designing and financing approximately \$4 million in public improvements in the Village Square/Gateway East area.
- Completion of neighborhood plan for the Coolidge Corner district of Town, a dense, mixed-use, transit oriented regional center.
- Restructuring of staffing in order to better serve the Town and the public.
- Significant zoning amendments to protect neighborhoods from inappropriate demolition of historic homes.
- Preparing for the launch of Hubway bicycle sharing in Brookline, including fundraising, coalition building, & development of regional partnerships.

Assistant Director, Planning & Community Development (2004-2005)

Assisted Planning & Community Development Director in day-to-day operations of the Department. Staffed several Boards, Commissions, and citizen advisory committees.

Accomplishments included:

- Managing completion of the *Brookline Comprehensive Plan: 2005-2015*, winner of an award from the Massachusetts Chapter of the APA.
- Completing the Town's Five-Year Consolidated Plan.

CITY OF SOMERVILLE, MASSACHUSETTS

1998 - 2004

Director of Transportation and Long-Range Planning (2000-2004)

Responsible for a division of the City's Office of Housing and Community Development that focused on land use transformations in formerly industrial areas. Completed overall reuse plan for the 145-acre Assembly Square district that began the redevelopment process of the district into a \$30 million mixed-use, transit-oriented development. Represented the Mayor at regional organizations and before citizen groups. Managed disposition of a 9.1-acre site owned by the Somerville Redevelopment Authority, including development of a Request for Proposals and completion of a Land Disposition Agreement.

Land Use Planning Manager (1998-2000)

Worked with developers on site plan review of their proposals to develop improved projects. Represented the City in public meetings on development issues.

CAPE COD COMMISSION

1996 - 1998

Regional/Transportation Planner

Performed a variety of planning and regulatory studies and activities for a regional land use planning and regulatory agency.

OTHER ACADEMIC EXPERIENCE

UNIVERSITY OF SOUTHERN MAINE

2015-

Teach Transportation Planning in summer sessions.

TUFTS UNIVERSITY

2010-2013

Taught graduate-level Local Government Finance in summer sessions, 2011-3. Visiting lecturer in various UEP courses. Taught Tools and Techniques of Regional Planning.

UNIVERSITY OF MASSACHUSETTS

2002 - 2004

Taught graduate-level core in Quantitative Methods in Planning in the Department of Landscape Architecture and Regional Planning, receiving highly positive evaluations.

EDUCATION

University of Minnesota (Humphrey Institute of Public Affairs)

Masters of Planning in Economic Development, 1995.

Awarded Hubert H. Humphrey Scholarship to study public affairs

Wesleyan University

Bachelor of Arts in Public Policy with Departmental Honors, 1991

Washington Semester in Public Policy at The American University

SELECTED PUBLICATIONS AND PRESENTATIONS

Leadership in Planning: How to Communicate Ideas and Effect Positive Change. Oxford: Routledge, 2021.

Training modules in “Leadership in Planning,” “Internal Management,” and “External Management” for Planetizen Courses, Los Angeles, CA, 2017.

“Promoting 21st Century Manufacturing,” presented at the *2017 EPA Brownfields Training Conference*, Pittsburgh, PA.

“Urban Development, Parking and Mobility: The Portland Story,” presented at the *2017 National Planning Conference*, New York, NY.

Faculty, *Planning Leadership Institute*, American Planning Association, Seattle, WA and Phoenix, AZ, 2015-2016.

“Brookline as a Streetcar Suburb,” mobile workshop as part of the *2011 National Planning Conference*, Boston, MA.

“Where is Research Informing Sustainability Planning?” presented at the *2011 National Planning Conference*, Boston, MA.

“Planning Directors in the Hot Seat!” presented at the *2011 National Planning Conference*, Boston, MA.

“Brookline—The Quintessential Streetcar Suburb,” mobile workshop with Michael Dukakis as part of the *2009 RailVolution!* Conference, Boston, MA.

“Encouraging Affordable Housing that Fits,” presented at the *2008 Southern New England Planning Conference*, Providence, RI.

Transportation and Public Participation Chapters in *Preserving and Enhancing Communities*, Elisabeth Hamin, Priscilla Geigis and Linda Silka (eds.), 2007.

Planning without a Comprehensive Plan, *Planning Commissioners Journal*, Fall 2002.

“Community Preservation” is Not Taking Hold in Poorer Communities, *New England Planning*, January 2002.

PROFESSIONAL ACTIVITIES, AWARDS AND MEMBERSHIPS

Commissioner, *Commission to Increase Housing Opportunities in Maine by Studying Zoning and Land Use Restrictions*, 2021.

Board Member, Maine Affordable Housing Coalition, 2022-present.

Maine Real Estate & Development Association 2019 *Public Policy Award*.

Maine Association of Planners “Plan of the Year” Award for *Portland’s Plan 2030*, 2019.

Principal Information Officer, Northern New England Chapter, American Planning Association, 2019-present

Muskie School of Public Service Advisory Board, 2015-present.

Lambda Alpha International Land Economics Society, 2009-present.

METRO (Portland, ME) Board of Directors, 2014-2018, 2019-.

Breakwater School Board of Trustees, 2013-2016.

PACTS (Portland, ME) Policy Committee, 2013-2015.

Urban Ring Citizens Advisory Committee, 2002-2012.

Somerville Redevelopment Authority, 2005-2012.

Metropolitan Area Planning Council, 2005-2012; Executive Committee, 2011-2012.

County Roads Regional Adjudicatory Board, 2007-2012.

Member, New Building Committee, Agassiz Cooperative Preschool, 2010-2012.

Somerville Charter Advisory Committee, 2008-2009.

Metropolitan Highway System Advisory Board, 2008-2010.

Organizer and Presenter, *Encouraging Affordable Housing that Fits*, Southern New England American Planning Association Annual Conference, 2008.

Honorable Mention for the *Brookline Comprehensive Plan 2005-2015*, Massachusetts Chapter-American Planning Association Annual Awards, 2006.

Boston Region Metropolitan Planning Organization, 2004-5.

Regional Transportation Advisory Council, Boston MPO, 2001- ; Chair, 2004-2005.

Chair, Inner Core Committee, Metropolitan Area Planning Council, 2002-6.

Beyond Lechmere Citizens Advisory Committee, MBTA, 2004-2005.

Board of Directors, Massachusetts Chapter-American Planning Association, 2000-2003.



LEVINE PLANNING STRATEGIES

Tools for Building Communities

HOUSING MARKET SUMMARY, VISION & BEST PRACTICES

The Augusta Housing Authority asked Levine Planning Strategies to complete an examination of the housing market in Augusta and surrounding communities. Based on that examination, they requested we recommend a vision for housing development priorities and a set of best practices that could be brought to Augusta for implementation. This study identified a gap between existing housing stock and the needs of current and future Augusta residents. This gap was both physical - such as the size and cost of units - and geographical - such as where the housing is located within Augusta.

Top recommendations from this study included:

- Encourage development of smaller and larger units to meet identified needs;
- Explore the possibility of an inclusionary zoning ordinance;
- Establish a municipal or regional Housing Trust;
- Increase staffing capacity focused on housing issues in the City of Augusta; and
- Proactively survey public and institutional land and buildings for future housing development

This study was presented to decision-makers in the City in early 2021. The results were also covered in local TV and print media.

Listed Buyers' Previous Residence October 2019 Recorded Sales	
In-State, not Augusta	25
Out-of-State	2
Augusta	16
TOTAL	43

Listed Buyers' Previous Residence October 2020 Recorded Sales	
In-State, not Augusta	20
Out-of-State	8
Augusta	28
TOTAL	56

Source: Kennebec County Registry of Deeds

CLIENT

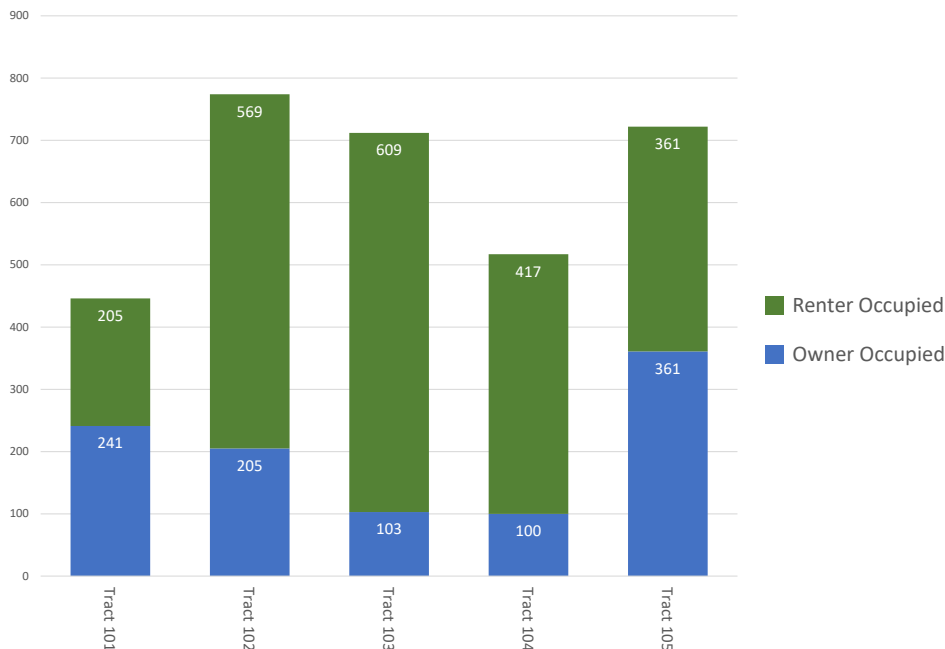
Amanda Olson
Executive Director
Augusta Housing Authority
207-620-8152

amanda.olson@augustahousing.org

TIMEFRAME

November 2020 to February 2021

Housing Burdened Households by Tract





LEVINE PLANNING STRATEGIES

Tools for Building Communities

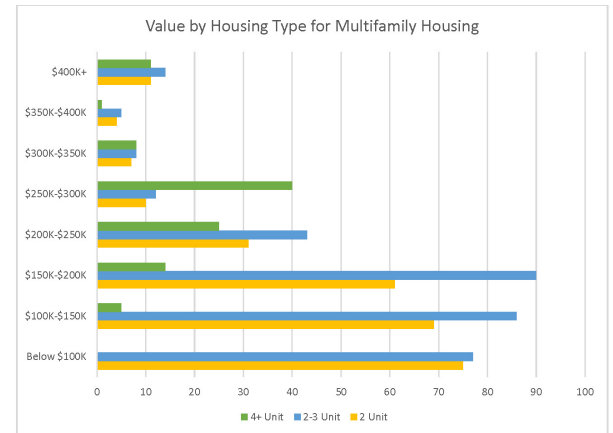
BATH HOUSING NEEDS ASSESSMENT

Housing development is increasingly seen as an important part of the economic health of a city. Downtown redevelopment for housing can be part of a comprehensive recovery plan as well as producing much-needed below-income affordable units.

For the Bath Housing Development Corporation and the City of Bath, Levine Planning Strategies completed a Housing Needs Assessment to determine the current and future needs of Bath residents and workers and examine current city housing policies.

The assessment looks at a number of factors related to housing stock and households in the city, including affordability, unit size, tax burden from housing ownership, and deed restrictions. Levine Planning Strategies will work with Bath Housing and city staff to meet with stakeholders in the community and outline the findings of the assessment.

This effort was conducted in order to guide the investment and development strategies of the Bath Housing Development Corporation, as well as for input into an upcoming comprehensive plan for the City of Bath.



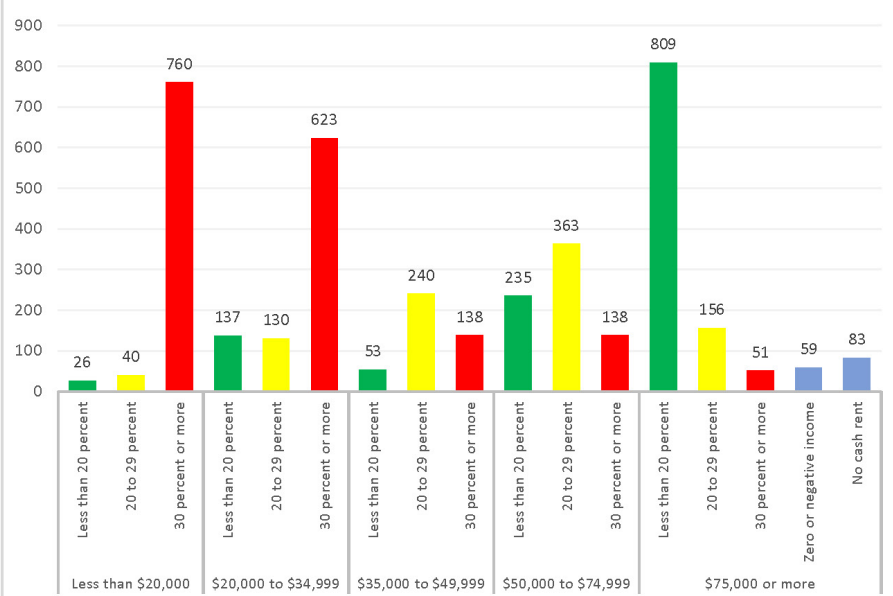
CLIENT

Debora Keller
 Executive Director
 Bath Housing
 80 Congress Avenue
 Bath, ME 04530
 207-443-3116
dkeller@bathhousing.org

TIMEFRAME

February 2020 to December 2020

Percentage of Income Paid on Housing (2017)





LEVINE PLANNING STRATEGIES

Tools for Building Communities

LD2003 GUIDANCE DEVELOPMENT

For the Maine Governor’s Office of Policy Innovation & the Future, we completed a guidance document for local governments for implementing the new statewide housing law known as LD2003. We are also meeting with local officials to help them understand the new law and how their local zoning ordinances may need to be amended to help meet statewide housing goals in their local contexts.

LD2003 sets forth requirements that communities allow Accessory Dwelling Units on lots with single family homes, as well as more than one housing unit on any parcel that permits housing. In addition, LD2003 includes a density bonus for affordable housing developments designed to level the playing field for developers of workforce and other below-market units. However, each of these requirements provides opportunities for local governments to adjust their plans and zoning ordinances and address some of the specifics of how to meet these requirements. For example, communities can increase or decrease their identified growth districts to determine where the affordable housing density bonuses will apply.

Our work includes development of a guidance document in advance of the rulemaking process. That guidance will allow communities to start work on new zoning requirements so they can be in place before July 1, 2023, when many of the LD2003 requirements take effect.

STATE OF MAINE

IN THE YEAR OF OUR LORD

TWO THOUSAND TWENTY-TWO

H.P. 1489 - L.D. 2003

An Act To Implement the Recommendations of the Commission To Increase Housing Opportunities in Maine by Studying Zoning and Land Use Restrictions

LD2003 in Brief

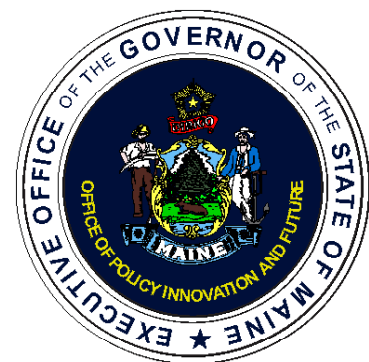
Statewide Housing Production Goals (5 MRSA §13056, sub-§9)	Affordable Housing Density in Growth Areas (4 30-A MRSA §4364)	Accessory Dwelling Units (6. 30-A MRSA §4364-B)
	Municipal Role: Fair Housing & Short Term Rentals (7. 30-A MRSA §4364-C)	Two to Four Units (5 30-A MRSA §4364-A)

CLIENT

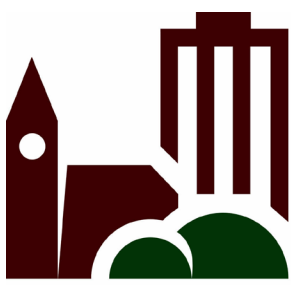
Greg Payne
Office of Policy Innovation & the Future
181 State House Station
Augusta, ME 04333-0181
(207) 756-0751
greg.payne@maine.gov

TIMEFRAME

July 2022 to date



Governor’s Office of
Policy Innovation and the Future



LEVINE PLANNING STRATEGIES

Tools for Building Communities

MULTIFAMILY HOUSING & LAND USE REGULATION STUDY

The Greater Portland Council of Governments asked us to complete an analysis of the zoning in the seven communities in the Metro Regional Coalition to determine how it impacted production of multifamily housing.

This study involved interviewing planners in each of the communities, and then analyzing each community's land use code to determine how difficult it is to develop multifamily housing in each zone. These results were characterized on a scale, indicating how many regulatory barriers exist based on a reading of the code. After completing an initial draft analysis, GPCOG staff mapped the results and summarized the total land in the region in each category. Those draft results were presented to each community for feedback, and then revised to produce a final report.

This study also took the priority transit corridors from the Transit Tomorrow study and calculated how much land along those corridors was in each category. The findings from this study were presented to the Metro Regional Coalition to inform its discussions about housing issues, as well as to several other organizations. A second phase of this study, looking at six additional communities, was also completed in 2021.



5 PERCENT REPORT FINDS ONLY A FRACTION OF GREATER PORTLAND DESIGNATED FOR AFFORDABLE, MULTIFAMILY HOUSING



A crew frames the first floor of a multifamily complex in Westbrook, which amended its zoning regulations last year to allow for denser development downtown. "We as a region have a housing shortage," Mayor Michael Foley said. City planners say land-use restrictions, stringent zoning laws and pushback from neighbors are complicating efforts to make the region more livable.

HOUSING

Continued from Page A1
...stint as Portland's city planner, compiled the 51-page report for the Greater Portland Council of Governments by delving deep into the land-use regulations of Portland and surrounding communities of Falmouth, Westbrook, Gresham, Scarborough, South Portland and Cape Elizabeth. Levine said greater cooperation among these seven municipalities - which make up the council's Metro Regional Coalition - can pave the way for denser development that both addresses affordable housing needs and aligns with other planning goals. "I think the biggest surprise was that if you asked, 'Can you do housing with more than one unit in this part of your community?' the answer was often yes," Levine said. "But when you took it to the next layer and asked, 'What do I have to do to build it?' you find there are those practical impediments to doing so."

ZONING DRIVEN
In Cape Elizabeth, for example, The Stanton Company is proposing construction of a 100-unit apartment building on adjacent lots next to Town Hall, set well back from Route 77. At a special workshop Thursday night, Levine said, "It's awfully tough to adjust a synopsis of his report to the town's planning

board in last week as the Town Council heard public comment - pro and con - before voting unanimously to send it to the Planning Board for further examination and potential zoning amendments. Ultimately, the council will decide if the project adheres to the town's comprehensive plan and provides a substantial enough public benefit to justify the TIF and multiple zoning changes. When asked about the possibility of two- and three-bedroom apartments, Stanton said he knows he can't satisfy all needs in one development. "But we know that there is a tremendous need for what we are proposing, and we know it would fill up very quickly," he said. Levine's report are land-use regulations enacted when single-family housing was more affordable, and thus, more desirable. So communities created rules around minimum lot size and square footage per acre and square footage per lot. Site plan review requirements are another impediment that adds uncertainty for developers. "I don't think it's been done meticulously or with any bad intention, but more direct cause-and-effect between the legislation and the development," Levine said. "It's having an impact on what Greater Port-

CLIENT

Chris Hall

Director of Regional Initiatives

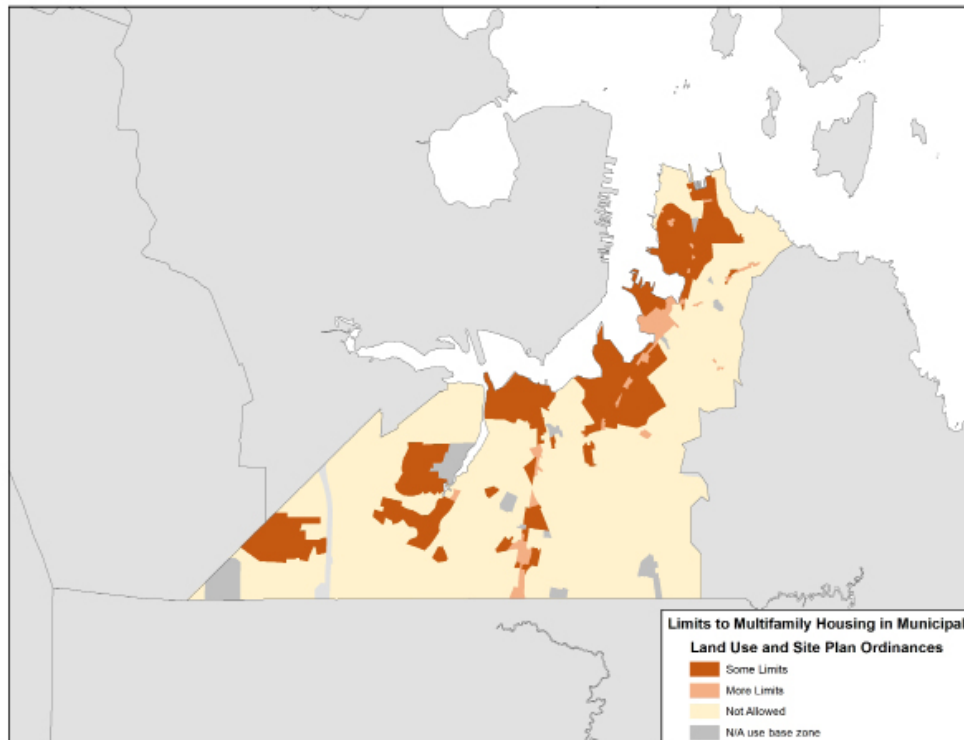
Greater Portland Council of Governments

207-774-9891 x 204

chall@gpcog.org

TIMEFRAME

March 2020 to January 2021



MULTIFAMILY HOUSING & LAND USE REGULATION

METRO REGIONAL COALITION
GREATER PORTLAND COUNCIL OF GOVERNMENTS

PREPARED BY THE
LEVINE PLANNING STRATEGIES, LLC
AND THE
GREATER PORTLAND COUNCIL OF GOVERNMENTS

GPCOG
GREATER PORTLAND COUNCIL OF GOVERNMENTS

JANUARY 2021

CUMBERLAND COUNTY REQUIRED DOCUMENTS

Required Document Checklist

The American Rescue Plan Act

Each bidder, prospective contractor, or proposed subcontractor shall state as an initial part of the bid or negotiations of any federal award or contract, compliance with PART 200 - Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards. All bidders' submissions must contain all of the following documents, signed and completed.

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

NOTE: BIDDERS MUST READ THE FEDERAL PROVISIONS REQUIREMENTS OF THIS PACKET PRIOR TO BIDDING ON THIS PROJECT

CUMBERLAND COUNTY
Maine
COMPLIANCE AND AUDITING MANAGER

CONTRACTOR DISBARRED OR SUSPENSION
Applicable to bidder

Contractor: Levine Planning Strategics, LLC Telephone: 617-817-0424 Ext. _____
Contact Person: Jeff Levine Fax: _____
E-mail: jlevine@levineplans.com Tax ID: 84-2864338
BID PRICE: \$ 39,500 BID DATE: 02 / 27 / 2023
PROJECT LOCATION: Lakes Region, Maine PROJECT # _____

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

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

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

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

Jeff Levine, Owner
NAME AND TITLE, AUTHORIZED REPRESENTATIVE


SIGNATURE & DATE

Please attached a print out of good standing from SAMs.

CONFLICT OF INTEREST

2 CFR 200.112 and 2 CFR 200.318

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

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

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

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

CUMBERLAND COUNTY
Maine

COMPLIANCE AND AUDITING MANAGER

OF THE:

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

WHO:

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

SHALL NOT:

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

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

EXCEPTIONS

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

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

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

CUMBERLAND COUNTY
Maine

COMPLIANCE AND AUDITING MANAGER

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

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

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

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

CONFLICT OF INTEREST

2 CFR 200.112 and 2 CFR 200.318

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

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

Cumberland County's, sub-grantee or subrecipient, officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements, vendors or potential vendors. Depending on gravity, violation of this Conflict of Interest could result in dismissal, probation or suspension of officers, employees or agents involved or termination of contractual agreements with subrecipients.

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

CUMBERLAND COUNTY
Maine

COMPLIANCE AND AUDITING MANAGER

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

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



Jeff Levine, Owner

Employee, Subrecipient or

Print or type Name and Position/Title

Agent Acknowledgment

Levine Planning Strategies, LLC

2/27/23

Entity/Organization Name

Date

CUMBERLAND COUNTY
Maine
COMPLIANCE AND AUDITING MANAGER

**CERTIFICATION OF CONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Certification by Bidders

Name of prime contractor: Levine Planning Strategies, LLC

Address of prime contractor: PO Box 7215, Portland, ME, 04112-7215

Tax ID # of prime contractor: 84-2864338

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Note: If you have never before filed an Equal Employment Opportunity compliance report, and are subject to said provision you must do so within seven calendar days of the date our bidding period's starts. **We are not allowed to award a contract to anyone for whom we don't have an EEO compliance report on file.** You are subject to said provision if you can answer yes to the following questions: You have 50 or more employees, and are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or Serve as a depository of Government funds in any amount, or is a financial institution that is an issuing and paying agent for U.S. Savings Bonds and Notes.

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

Jef Levine, Owner

Name and Title of Authorized Representative (print or type)



Signature of Authorized Representative

2/27/23

Date of Signature

CUMBERLAND COUNTY
Maine

COMPLIANCE AND AUDITING MANAGER

FEDERAL REQUIREMENTS FOR SLFRF

1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

2. REHABILITATION ACT OF 1973

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

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

- A. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of Compensation; and selection for training, including apprenticeship.
- B. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.
- D. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- E. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- F. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- G. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the

CUMBERLAND COUNTY
Maine
COMPLIANCE AND AUDITING MANAGER

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- H. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - I. The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provision, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the contractor may request the United States to enter into such litigation to protect the interest of the United States.
 - J. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on -the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:
 - (b)The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants WM receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - (c) The contractor will send to each labor union or representative of workers. With which he has a collective bargaining agreement or other contract.
4. **Disbarment & Suspension.** Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
5. **CERTIFICATION OF NONSEGREGATED FACILITIES AS REQUIRED BY THE MAY 19, 1967, ORDER (32 F.R. 74390 ON ELIMINATION OF SEGREGATED FACILITIES, BY THE SECRETARY OF LABOR.** Prior to the award of any construction contract or subcontract, the Contractor shall submit signed Certification of Nonsegregated Facilities Forms for him/herself and all subcontractors.

CUMBERLAND COUNTY
Maine

COMPLIANCE AND AUDITING MANAGER

6. THE AGE DISCRIMINATION ACT OF 1975

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

7. LABOR STANDARDS

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

- A. Specific to ARAP and when it is the sole source of federal funds, Davis Bacon is application **only to Projects over 10 Million dollars For projects over \$10 million:**
- B. recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:
 - (a) The number of employees of contractors and sub-contractors working on the project;
 - (b) The number of employees on the project hired directly and hired through a third party;
 - (c) The wages and benefits of workers on the project by classification; and
 - (d) Whether those wages are at rates less than those prevailing.
 - (e) The County must maintain sufficient records to substantiate this information upon request.
 - (f) A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)).

8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable

CUMBERLAND COUNTY Maine

COMPLIANCE AND AUDITING MANAGER

Federal laws and regulations pertaining to labor standards. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
10. **Copeland Anti-Kickback Act** requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency

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

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

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

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

CUMBERLAND COUNTY
Maine

COMPLIANCE AND AUDITING MANAGER

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

CUMBERLAND COUNTY
Maine
COMPLIANCE AND AUDITING MANAGER

imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

21. **Publications.** Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”
22. **Debts Owed the Federal Government.** Any funds paid to Recipient
1. in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award;
 2. that are determined by the Treasury Office of Inspector General to have been misused; or
 3. that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
23. **Disclaimer.** The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.
24. **Protections for Whistleblowers.**
- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

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

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

CUMBERLAND COUNTY
Maine
COMPLIANCE AND AUDITING MANAGER

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

Insert Name Here:



Authorized Representative: Jeff Levine

Title: Owner

Date signed: 2/27/23

Amended Scope of Work

Lake Region Homeless Services Study

In the Spring of 2022, Cumberland County partnered with The Tedford Housing to examine the need for a homeless services in the Lakes Region communities of Baldwin, Casco, Naples, Raymond, Sebago plus Standish, Windham, Bridgton, and Gray.

Tedford House released a Request for Proposals in January 2023 and amended in February 2023. Tedford House received one qualified bid from Levine Planning Strategies. Since the time of the bid, it has been decided that Cumberland County will take the lead role in awarding and administering this bid while Tedford House will advise the County and offer limited assistance to the winning bidder.

After discussions with the winning bidder, Levine Planning Strategies. The County would like to propose an amended scope of work with an updated budget of \$115,000. The purpose of the amendment is to expand the study to include a more comprehensive approach to examining the need for homeless support services in the greater Lakes Region. Levine Planning Strategies suggested partnering with Human Services Research Institute and the Technical Assistance Collaborative to complete this amended scope of work. If either of the partners are unavailable, the County would like Levine Planning Strategies to partner with another qualified group.

The goal of the study will remain the same:

"[E]valuate the need and options for provision of programs and services for people experiencing or at imminent risk of homelessness in the greater Lakes Region, including the towns of Baldwin, Casco, Naples, Raymond, and Sebago. Currently, there are no defined programs or services located within the Lakes Region to aid and support people experiencing homelessness with securing emergency or permanent housing, or to assist those at risk of housing insecurity with successfully maintaining permanent housing."

Scope of Work

Cumberland County, along with Tedford Housing would like to propose the following, amended scope of work for this study:

Task 1: Data and Background Review

Conduct an environmental scan to develop an understanding of homelessness in the greater Lakes Region of Maine and an understanding of the services, resources, and housing available and needed by people and families experiencing or at risk of homelessness in the greater Lakes Region. The scan will include the review and analysis of existing data (e.g., Homeless

Maine Cumberland **County**

Management Information System, Point-in-Time count, Housing Inventory Count, Census data) and reports obtained from Tedford Housing, Maine Housing, and housing and service providers in the study area. If needed, the consultant can rely on Tedford Housing and other stakeholders to supply aggregated data in the form of pre-populated data tables or charts that are relevant to the study.

Task 2: Prepare a Housing Profile of Five Lakes Region Towns

The consultant will prepare a town-by-town housing profile of the nine towns identified. This profile will include details on the quantity and type of housing available in each community and the affordability of existing housing stock. Data on short-term rentals, housing quality, mobile homes and demographic characteristics of current residents will also be provided if available. This work will be based on generally available data from the U.S. Census, local comprehensive plans, and Maine Housing. Additional data from communities and service providers, if available, will also be utilized in this housing profile task. Any information on individuals experiencing homelessness in these towns will be included in this data, if available from local sources.

Output: Housing characteristics profiles of the nine towns as of the most recent available data.

Task 3: Stakeholder Interviews

Conduct approximately between 15 to 20 interviews with housing and service providers and other stakeholders to understand service and housing needs and preferences for an approach for the provision of services and housing within the greater Lakes Region. Stakeholder interviews will be conducted in person or by phone or video conference, as appropriate, and may be conducted with individuals or small groups. The consultant will conduct up to two focus groups with people experiencing homelessness or at risk of homelessness to understand their needs and preferences for housing and support services. As possible, the consultant will conduct up to two community listening sessions to understand housing and service needs in the greater Lakes Region. The team will include stakeholders from the greater Lakes Region, including the towns of Baldwin, Casco, Naples, Raymond, Sebago, plus Standish, Windham, and Bridgton. The consultant will work closely with the County and Tedford Housing to identify the stakeholders to be interviewed and potential locations for the focus groups and community listening sessions.

Task 4: Needs Assessment

Based on likely demographics of people experiencing or at risk of homelessness in the study area, determine specific needs of the population, likelihood of receiving services elsewhere, and potential need within the study area for homeless services. The consultant will also complete a housing needs assessment of the greater Lakes Region towns, with a focus on the needs of those experiencing, or at risk of experiencing homelessness. The information will be provided for low-income households, senior citizens and disabled residents, as data is available.

Task 5: Complementary Services

Outline existing and desired complementary components to a strategy, including supportive housing and permanent rental options and on-going supportive services for people transitioning out of the service center.

Task 6: Siting and Land Use Analysis

Based on identified needs for homeless and homeless prevention services, evaluate potential locations for service center or centers. Explore zoning and other land use restrictions to three potential sites for homeless services. Outline potential changes that would be needed to make these locations feasible. Explore other potential barriers to development of these facilities, including community impact, environmental factors, accessibility, and existence of complementary services. If needed, outline order-of-magnitude costs to acquire development rights to preferred sites(s) and construct facility/facilities. Outline order-of-magnitude operating costs.

Task 7: Present Recommendations

Present initial recommendations for implementation steps based on the findings of the study. Public meetings or presentations to Cumberland County and individual towns will occur prior to issuing a final report.

Task 8: Final Report

Develop final report outlining work in the study and recommendations for next steps for Cumberland County and partners. The consultant will produce actionable recommendations for addressing gaps and needs and that can be used to inform the development of service center or centers in the greater Lakes Region in Maine.

Position Paper

File #: 23-054

Agenda Date: 6/12/2023

Title For Agenda Item:

Approval of the ARPA Municipal Water & Sewer Grant Action Plan

Recommended Action:

Approve the ARPA Municipal Water & Sewer Grant Action Plan.

Background and Purpose of Request:

In November of 2022, County Commissioners approved the County's Tranche 2 ARPA Action plan which shifted the ARPA grant application process to encompass a more targeted approach to our regional needs. Through the tranche 2 ARPA Action plan County Commissioners made available a total of \$3,500,000.00 in ARPA money to support local sewer and water infrastructure needs for municipalities within Cumberland County. The ARPA Advisory Committee and County Manager have reviewed applications for funding and have provided the attached recommendations for the County Commissioner review and approval.

Staff Contact: Sandra Warren, Compliance & Audit Manager

Presentation: See attached ARPA Municipal Water & Sewer Grant Action Plan

Fiscal Impact and Source:

\$3,500,000.00 from ARPA Tranche 2.

Effective Date if Applicable: June 12, 2023

Position Paper

File #: 23-054

Agenda Date: 6/12/2023

Title For Agenda Item:

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Recommended Action:

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Staff Contact: Sandra Warren, Compliance & Audit Manager

Presentation: See attached ARPA Municipal Water & Sewer Grant Action Plan

Fiscal Impact and Source:

\$3,500,000.00 from ARPA Tranche 2.

Effective Date if Applicable: June 12, 2023

Cumberland County

Municipal Water & Sewer Action Plan

Water infrastructure is the backbone of our lives and livelihoods. From turning on the tap in the morning to take a shower, to preparing the food we eat, to the proper drainage of our roads, to having sufficient clean water and wastewater treatment capacity to support business and industry water infrastructure touches every facet. The challenge is, water infrastructure is often out of sight and therefore out of mind. As a result, the pace of investment in these assets has not kept pace with the need.

In November of 2022, County Commissioners approved investing \$3,500,000.00 in ARPA funding towards addressing our regions current unmet needs and reduce future costs through strategic investment in new and existing municipal Water & Sewer infrastructure. County ARPA funds will support investments in infrastructure assets essential to high quality waters, vital to Cumberland County's economy and economic recovery.

The American Rescue Plan Act of 2021 (ARPA) was designed to address immediate needs related to the pandemic, with a specific focus on addressing historically disparate outcomes across race, class, and geography that were further exacerbated by the pandemic. Water and sewer infrastructure investments marked one of the six ways that funds could be used for recovery and to address climate change impacts. Guidance from the U.S. Department of the Treasury identified drinking water infrastructure projects as eligible if they met the U.S. Environmental Protection Agency's (EPA) Drinking Water State Revolving Fund (DWSRF) projects eligibility criteria. All projects must be deemed necessary investments. Necessary Investments are defined by Treasury if it is:

1. Responsive to an identified need to achieve or maintain an adequate minimum level of service, which may include a reasonable projection of increased need, whether due to population growth or otherwise,
2. A cost-effective means for meeting that need, taking into account available alternatives, and
3. For investments in infrastructure that supply drinking water in order to meet projected population growth, projected to be sustainable over its estimated useful life.

Cumberland County released the Municipal Water and Sewer grant application following the commissioner's approval of the Tranche 2 Action Plan for in November, and received eight applications totaling \$8,250,000.00 in requested funding. Projects were reviewed and scored by the ARPA Advisory committee and County Manager. Scores were based off of applicant's responses to the following project elements:

1. Project Description, Eligibility/ Project Evaluation
2. Ready to Proceed

3. Project Severity and Needs
4. Community Benefit / Community Partnerships
5. Resilience
6. Evidence of sustainability
7. Due Diligence companion funds - matching funds and sources of funds to include financial support to allow for more points to groups that demonstrate significant financial support from other sources.

Though all of these projects are infrastructure in nature, The County must also view projects with an equity lens and keep in line with the Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities through the Federal Government.” The ARPA Advisory Committee holds in regard the spirit of the ARPA funding when selecting projects to be awarded funding.

ARPA does require data on community benefit and specifically the percentage of low income population that the project will served. Before you today are the recommendation of the ARPA Advisory Committee and the County Manager, along with project descriptions of all the applications received and reviewed.

Recommendations For the Cumberland County Municipal Water and Sewer Grant Program

Applicants	Project	Average	Request	Review Team Recommendation	County Manager Recommendation	FINAL Recommendation
Municipal Water & Sewer Grant Program Application Review 2023						
Town of Bridgton	Bridgton Sewer Maine Extensions Project	80.00	\$ 450,000.00	\$450,000.00	\$450,000.00	
Town of Brunswick	Bay Bridge Public Water Supply Project	90.00	\$ 1,500,000.00	\$1,500,000.00	\$1,500,000.00	
Gray Water District	Lewiston Road	57.50	\$ 1,300,000.00	\$0.00	\$0.00	
Town of Pownal	PCWA Infrastructure	90.00	\$ 20,000.00	\$20,000.00	\$20,000.00	
Town of Windham	North Windham Wastewater Treatment System	85.00	\$ 1,500,000.00	\$1,530,000.00	\$1,530,000.00	
Yarmouth Water District	Yarmouth Water District- Meter Replacement	78.00	\$ 480,000.00	\$0.00	\$0.00	
Yarmouth Water District	Pleasant, Smith, Sunset Point, and York Watermain Replacement	60.00	\$ 1,500,000.00	\$0.00	\$0.00	
Yarmouth Water District	Rt. 88, Baker Street, and Bridge Street Water Main Replacement	60.00	\$ 1,500,000.00	\$0.00	0	
Total:			\$ 8,250,000.00	\$3,500,000.00	\$3,500,000.00	\$0.00

*Total Available: \$ 3,500,000.00
 Remaining Available: \$0.00
 \$ -

Scoring Categories and Point Distribution	
Applications will be rated and ranked on the basis of their responses to the application elements	
1. Project Severity & Needs.....	20 Points
2. Ready to Proceed	20 Points
3. Resilience.....	20 Points
4. Evidence of Sustainability	10 Points
5. Due Diligence and Companion Funds.....	10 Points
6. Project Description & Over all Evaluation of the project.....	20

Description of the Projects

Town of Bridgton, Bridgton Sewer Main Extensions Project.

The Town of Bridgton requested funding to support the Sewer Main Extensions Project, which is ancillary to the Wastewater Treatment Facility (WWTF) and Collection System project currently under construction in Town. The Town of Bridgton is expanding the public wastewater system to not only remediate environmental impacts of failing-septic systems on their watersheds causing elevated levels of E.coli, but also to provide an affordable alternative for homeowners. The two census tracts associated with this extension project show a 56.02% and 40.79% low-to-moderate income (LMI) population, and a recent income survey yielded a median household income of \$24,000.00. The town has additional funding supporting this project from Environmental protection agency, Maine Revolving Loan fund and Rural Development.

Applicants Funding Request \$450,000.00

County Manager Recommendations \$450,000.00

Town of Brunswick, Bay Bridge Public Water Supply Project

The Town of Brunswick is seeking funding to install a new 12" diameter water main from Maplewood Park on Old Bath Road to Bay Bridge Estates, a distance of 11,100 feet. The Bay Bridge Water Access project is an initiative to provide over 1,300 people, most of whom live in 490 mobile homes, access to a reliable water source. This water infrastructure project will bring a reliable supply to hundreds of vulnerable Brunswick residents who live in Bay Bridge Estates. This project is a response to the water crisis that occurred in 2018 in their neighborhood. It will also enhance public safety for these and other area residents as a public water supply will include the addition of hydrants and reduce the need for fire tankers to ferry water long distances. The town has secured additional funding supporting this project from Congressional funds, and the Towns own ARPA money. The town is also seeking funds from the Maine DECD.

Applicants Funding Request \$1,500,000.00

County Manager Recommendations \$1,500,000.00

Town of Gray, Lewiston Road project

The gray water district is seeking funding to install approximately 5200 linear feet of 12" water main to replace the existing 6" cast Iron main. Due to the age of the cast iron main, water quality issues are becoming severe for the commercial customers who use the public water supply in their processes. This project would serve 23 residents and 12 commercial services. No other funding sources were presented in support of this project, and thereby would require 100% of ARPA funding to proceed and complete the project. The median household income for this service area is \$65,100.00

Applicants Funding Request \$1,300,000.00

County Manager Recommendations \$0

Description of the Projects

Town of Pownal, PCWA Infrastructure

The Town of Pownal is seeking funding to support the purchase of a backup diesel generator, and installation of fuel tanks with security pad for the Pownal center water association. The current Pownal Center Water Association well supplies water to several businesses and residential homes in the village district. When power is interrupted the current generator is not suitable to continue the operation of the pump, leaving the Town Office, Fire Department, and Public Works to shut down when water service is interrupted. By upgrading the existing backup generator Pownal can better serve those already tied to the water and plan for future village development. The median household income for this service area is \$45,000.00 a year.

Applicants Funding Request \$20,000.00

County Manager Recommendations \$20,000.00

Town of Windham, North Windham Wastewater Treatment System

The Town of Windham is seeking funding to support improvements to their wastewater treatment system. This project is Windham's top priority for environmental, economic, and social/ health reasons for all residents and visitors to the lake region. The Maine Department of Environmental Protection recently ranked the sewer project the second most important of 77 applicants statewide, awarding the town \$40.6 million in CWSRLF funding and \$2.25 million in debt forgiveness. This solution for North Windham not only demonstrates a realistic solution for Windham but also for the other Towns surrounding Sebago Lake which have direct impacts to the public water supply for Cumberland County. The new wastewater treatment system will benefit the community by:

- Supporting new housing options including multi-family workforce, senior, and affordable units;
- Allowing existing businesses to expand their building footprint;
- Supporting new office, retail, hospitality, restaurants, brew pubs, and small-scale manufacturing businesses;
- Adding new jobs created from business growth;
- Allowing business growth which broadens the tax base;
- The new system is modular allowing for future expansion;
- Supporting tourism by improving and maintaining clean, beautiful lakes, ponds, rivers, and streams; and
- Having a public wastewater treatment system and a clean aquifer as a long-term goal represents Windham's commitment to proper climate action.

Applicants Funding Request \$1,500,000.00

County Manager Recommendations \$1,530,000.00

Description of the Projects

Town of Yarmouth, Yarmouth Water District - Meter Replacement

The Yarmouth Water District (YWD) is seeking funding to support a town wide meter replacement program. Maine PUC requires residential 5/8” – 1” water meters over eight years old to be tested or replaced. Larger meters need to be tested at a shorter frequency. YWD currently has 3,340 meters in service and 70% of those meters are eight years or older and scheduled to be replaced. The service area has an average household income of 120,640.00, YWD was not able to provided data on if or how many low income/ senior household could benefit from this project. No companion funds are included with this project and it would use 100% ARPA funding. The YWD does not currently charge for meter replacement to customers regardless of funding.

Applicants Funding Request \$480,000.00

County Manager Recommendations \$0

Town of Yarmouth, (YWD) – Pleasant, Smith, Sunset Point, and York Street Water main Replacement

The Yarmouth Water District (YWD) is seeking funding to support water main replacements at Pleasant, Smith, Sunset Point and York Street in Yarmouth. The Yarmouth water distribution system consists of several early 1950’s vintage cast iron water mains with history of main breaks, poor water quality, and hydraulic deficiencies. No companion funds are included with this project and it would use 100% ARPA funding. The Median household for this service area ranges from between- \$70,300- 170,980.00.

Applicants Funding Request \$1,500,000.00

County Manager Recommendations \$0

Town of Yarmouth, (YWD – Rt.88 Water main Replacement

The Yarmouth Water District is seeking funding to support water main replacement on Rt.88, Baker Street, and Bridge Street in Yarmouth. The Yarmouth water distribution system consists of several early 1950’s vintage cast iron water mains with history of main breaks, poor water quality, and hydraulic deficiencies. No companion funds are included with this project and it would use 100% ARPA funding. The Median household for this service area ranges from between- \$70,300- 170,980.00.

Applicants Funding Request \$1,500,000.00

County Manager Recommendations \$0

Position Paper

File #: 23-055

Agenda Date: 6/12/2023

Title For Agenda Item:

Approval the 2023-2024 Jail Operating Budget

Recommended Action:

Approval of the 2023-2024 Jail Operating budget

Background and Purpose of Request:

County Commissioners heard the full presentation of the Jail Operating Budget at their May 22, 2023 meeting. At that time the Commissioners remanded the item to the June 12th meeting.

Staff Contact: James H. Gailey, County Manager

Presentation: Yes

Fiscal Impact and Source:

Funding the Jail Operating Budget will come from various revenues and through the taxrate.

Effective Date if Applicable:


 Cumberland **County**
 POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	James H. Gailey, County Manager
DATE:	June 7, 2023
SUBJECT:	2023-2024 Jail Budget

Background & Purpose of Request:

Staff are bringing forth for the 2023/2024 Jail Budget. Through a collaboration of the Sheriff, Major, Alex and I, we have worked towards establishing the enclosed budget for Commissioner review. This budget will look different from prior years. As the Commissioners are aware, the Jail isn't running like years past. Significant Correction Officer vacancies have led to operational decisions being made. Up until recently the Jail had been closed for arrests that were non-violent in nature. Community Corrections has been closed for nearly three years. Back and forth swaps with York County Jail have gained some efficiencies for both counties. Lastly, Federal Inmates were removed from the Jail in August of 2022. All of this has transformed the Jail to a smaller jail, running between 210 and 230 inmates. The recent opening of the Jail and the slight possibility of federal inmates coming back (no timetable yet), provides some indication that we will begin to see the Jail numbers increase; however, the County can only safely hold inmates based on the level of staffing that exists. Current new hires range between 10-13, with five of them at the academy currently and no other academy session scheduled as of yet.

As we develop next years budget, Alex and I are taking in account guidance from both the County Commissioners and the Finance Committee that we need to right size the jail and its budget. This coming budget cannot act like nothing has changed. Truthfully, we've done that one too many years. We need to make some hard decisions that reflect what we see the Jail being for the coming year and right sizing the budget to reflect that reality.

With the loss of the federal inmate revenues and State Aid to Corrections funding staff are seeing a revenue hole. To mitigate this type of loss, expenditures needed to be reviewed and adjusted downwards. With the Jail budget being largely fixed, there are very few areas to make up that type of funding.

The following are proposed adjustments to the Jail budget for the 2023/2024 fiscal year:

Staffing

Both Unions at the Jail received a 5% increase in early May. Within the next budget, a need to budget an additional 4.5% on the wages is needed in order to complete the step-down process we proposed to the Commissioners at the beginning of the union contract. This was in order to use ARPA funds to make the union raises work, though a game plan was also established to step-down the use of ARPA funds over three years.

Due to much of the Jail budget being fixed costs and the Jail having a number of vacancies in both Correction Officer and Supervisor positions, I am bringing forth a proposal to "unfund" 48 positions at the Jail. The 48 positions breakdown to 42 Correction Officer I positions, 2 Community Program


 POSITION PAPER FOR AGENDA ITEM

Officers, 1 Records Clerk and 3 Sergeants. One new position will be created in this budget. A fourth Sergeants position (currently vacant) will be converted to a Lieutenants position (pro-rated) and serve as the Federal Inmate Unit Manager, a position the Marshall’s Service is requiring.

Savings: \$2,354,455.00 48 unfunded positions

The County currently budgets for 128 Corrections Officers. The unfunded positions would result in 86 Correction Officer positions funded. The current Correction Officer roster stands at 62 of the 86 proposed. The four Sergeants positions are currently vacant and will reduce the roster from 16 to 12. The two Community Corrections and one Records Clerk positions are currently vacant.

I propose to unfund 48 positions versus cutting the positions. Unfunding will keep the roster the same as today, but 48 positions will not be backed by funding in this coming budget.

I want to stress, all because we are unfunding positions does not mean we are not focused on hiring. Staff will continue to work hard at filling funded positions at the Jail. We are 110% committed. If we begin to approach the funded positions before the end of the year, staff will re-evaluate our financial position and make necessary adjustments.

Medical

The Sheriff has recommended for a few months a reduction in medical staff at the jail. The reduction would bring a savings of \$241,612. However, due to the 4% annual contractual increase, the proposed savings is off-set by the increase.

Other Line Item Reductions:

Legal	-\$20,000
Cut new vehicle	-\$46,000
Cut Inmate Uniforms	-\$10,000
Professional Services	-\$ 4,400
Base Radios	-\$ 2,000
Office Supplies	-\$ 2,000
Advertising	-\$ 2,500
Electricity	-\$50,000
Gas	-\$20,000
Sewer	-\$15,000
Audit	-\$ 3,000
<u>Maine PreTrial</u>	<u>+\$10,000</u>
Total Reduction	-\$164,900

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

Revenues

We are proposing to reduce two revenues. They are Federal Boarders and State Aid, together creating a loss of \$1,806,125. We have a pretty good indication that the County's State Aid will be reduced due the fact that our jail population has been reduced over the last year. State Aid is distributed based on an average jail population for each county through the proceeding year. Federal Boarders is more of a roll of the dice on when we will see the Marshall Service. Past timelines have not been met and we have not received a firm commitment from the Marshall Service to date. For sake of estimating (and hoping) the impact of the Marshall Service coming back with Federal Boarders staff estimated at \$1,085,875 in revenue. This is based off a half year and 34 federal inmates at \$175.00 per day.

Revenue Reduction: \$1,806,125 (Feds: \$1,464,125 and State: \$342,000)

The County Commissioners heard the full details of the jail budget at their May 22, 2023 Workshop. The Commissioners referred this item to a public hearing in June.

Attachments: Proposed line item Jail Budget

Cumberland County Jail FY 23-24 Budget

			2021-22 Budget	2022-23 Budget	2022-23 Projection	2023-24 Budget	\$ Change
EXPENSES							
PERSONNEL SERVICES							
5120	Wages & Salaries (FT)	S	\$ 9,201,659	\$ 9,689,347	\$ 7,232,401	\$ 7,872,271	\$ (1,817,076)
5401	Overtime	S	\$ 1,499,181	\$ 1,559,148	\$ 1,806,259	\$ 1,575,000	\$ 15,852
5510	Health Insurance	S	\$ 2,401,373	\$ 2,401,373	\$ 1,792,577	\$ 1,882,206	\$ (519,167)
5520	Retirement	S	\$ 943,279	\$ 981,010	\$ 988,356	\$ 1,037,774	\$ 56,764
5530	Social Security	S	\$ 781,844	\$ 813,118	\$ 710,753	\$ 746,291	\$ (66,827)
5540	Workers Compensation	S	\$ 260,000	\$ 260,000	\$ 260,000	\$ 260,000	\$ -
5560	Deferred Comp	S	\$ 42,000	\$ 42,000	\$ 14,000	\$ 18,000	\$ (24,000)
TOTAL PERSONNEL:			\$ 15,129,336	\$ 15,745,996	\$ 12,804,346	\$ 13,391,541	\$ (2,354,455)
OPERATIONS & MAINT.							
6130	Transportation & Lodging	S	\$ 14,500	\$ 14,500	\$ 12,464	\$ 14,500	\$ -
6131	Gas, Oil, & Grease	S	\$ 25,000	\$ 27,500	\$ 23,424	\$ 27,500	\$ -
6132	Vehicle Repair	F	\$ 5,500	\$ 5,500	\$ 17,420	\$ 5,500	\$ -
6231	Base Radio Repair	J	\$ 5,500	\$ 5,500		\$ 3,500	\$ (2,000)
6300	Audit Services	J		\$ 5,000	\$ 192	\$ 2,000	\$ (3,000)
6301	Professional Services	S	\$ 9,400	\$ 9,400	\$ 411	\$ 5,000	\$ (4,400)
	Legal Service		\$ 40,000	\$ 40,000	\$ 3,709	\$ 20,000	\$ (20,000)
6303	Contract Special Services	S	\$ 3,600,000	\$ 3,800,000	\$ 3,800,087	\$ 3,800,000	\$ -
6304	Security Services		\$ 1,000	\$ 1,100	\$ 1,217	\$ 1,100	\$ -
6400	Insurance - Building & Contents	J	\$ 91,122	\$ 91,122	\$ 91,122	\$ 91,122	\$ -
6401	Insurance - Liability	J	\$ 176,939	\$ 176,939	\$ 176,939	\$ 176,939	\$ -
6402	Insurance- Vehicle	J	\$ 17,173	\$ 17,173	\$ 17,173	\$ 17,173	\$ -
6500	Office Supplies	J	\$ 26,000	\$ 22,000	\$ 17,702	\$ 20,000	\$ (2,000)
6501	Training Supplies	J	\$ 15,000	\$ 15,000	\$ 12,065	\$ 15,000	\$ -
6502	Cleaning & Disinfecting Supplies	S	\$ -	\$ -	\$ 378	\$ -	\$ -
6504	Maintenance Supplies	F	\$ 15,500	\$ 15,500	\$ 6,123	\$ 15,500	\$ -
6505	Printing & Engraving		\$ 2,000	\$ 1,000	\$ 679	\$ 1,000	\$ -
6506	Postal Expense		\$ 5,000	\$ 5,500	\$ 18,057	\$ 5,500	\$ -
6507	Advertising	J	\$ 5,000	\$ 5,000	\$ 719	\$ 2,500	\$ (2,500)
6508	Dues	J	\$ 1,550	\$ 1,550	\$ 1,798	\$ 1,550	\$ -
6509	Books, Periodicals, & Subscript.	J			\$ 74		\$ -
6510	Tools and Implements	F	\$ 3,750	\$ 3,750	\$ 2,464	\$ 3,750	\$ -
6511	Equipment Rental	J	\$ 12,600	\$ 12,600	\$ 11,792	\$ 12,600	\$ -
6512	Training, Education, & Seminars	J	\$ 41,624	\$ 35,000	\$ 36,735	\$ 35,000	\$ -
6514	Maintenance Contracts	F	\$ 43,000	\$ 43,000	\$ 71,751	\$ 43,000	\$ -
6600	Cleaning & Sanitary	F	\$ 90,000	\$ 100,000	\$ 103,375	\$ 100,000	\$ -
6601	Snow removal & Grounds	F	\$ 6,000	\$ 6,000	\$ 3,163	\$ 6,000	\$ -
6602	Lots & Grounds maintenance		\$ 4,000	\$ 4,000	\$ 3,270	\$ 4,000	\$ -
6603	Building & Structure Repair	F	\$ 25,000	\$ 25,000	\$ 27,775	\$ 25,000	\$ -

			2021-22	Budget	2022-23	Budget	2022-23 Projection	2023-24	Budget	\$ Change		
6604	Heating & Cooling (HVAC) Repair	F	\$	50,000	\$	55,000	\$	26,633	\$	55,000	\$	-
6605	Electrical Repair	F	\$	28,500	\$	45,000	\$	24,337	\$	45,000	\$	-
6606	Painting Repair	F	\$	15,000	\$	15,000	\$	12,938	\$	15,000	\$	-
6607	Plumbing Repair	F	\$	14,000	\$	14,000	\$	9,836	\$	14,000	\$	-
6609	Equipment Repair	F	\$	35,000	\$	35,000	\$	20,600	\$	35,000	\$	-
6800	Telephone & Communication	J	\$	26,000	\$	23,000	\$	26,897	\$	23,000	\$	-
6801	Electricity Utility	F	\$	250,000	\$	250,000	\$	158,954	\$	200,000	\$	(50,000)
6802	Gas Utility	F	\$	195,000	\$	195,000	\$	137,359	\$	175,000	\$	(20,000)
6803	Water Utility	F	\$	19,775	\$	19,775	\$	15,265	\$	19,775	\$	-
6804	Sewer Utility	F	\$	145,000	\$	145,000	\$	112,399	\$	130,000	\$	(15,000)
6805	Rubbish Removal	F	\$	18,500	\$	18,500	\$	34,595	\$	18,500	\$	-
6806	Fuel Oil	F	\$	3,000	\$	3,000	\$	6,470	\$	3,000	\$	-
6900/02	Alternative Sentencing	J	\$	5,500	\$	5,500	\$	-	\$	5,500	\$	-
6903	Food & Groceries	J	\$	658,800	\$	680,000	\$	696,918	\$	680,000	\$	-
6904	Institutional Supplies	J	\$	44,000	\$	39,000	\$	73,598	\$	39,000	\$	-
6906	Paper Goods	J					\$	384			\$	-
6907	Clothing- Prisoners	J	\$	40,000	\$	40,000	\$	24,437	\$	30,000	\$	(10,000)
6908	Clothing- Uniforms	S	\$	65,000	\$	65,000	\$	65,000	\$	65,000	\$	-
6912	Booking Supplies	J	\$	15,000	\$	15,000	\$	11,568	\$	15,000	\$	-
6913	Safety						\$	3,335			\$	-
6914	Non Food Items - Kitchen	J	\$	40,000	\$	40,000	\$	57,000	\$	40,000	\$	-
	PREA/ACA		\$	8,000	\$	13,000	\$	8,100	\$	13,000	\$	-
	Drug Testing		\$	12,000	\$	12,000			\$	12,000	\$	-
6950	DOC 20% funds Pre Trial	J	\$	275,000	\$	300,000	\$	354,770	\$	310,000	\$	10,000
	TOTAL O&M		\$	6,245,233	\$	6,516,409	\$	6,351,572	\$	6,397,509	\$	(118,900)
	CAPITAL OUTLAY											
7305	Camera	J	\$	9,000	\$	9,000	\$	9,000	\$	9,000	\$	-
7325	Furniture & Fixtures	J	\$	20,000	\$	20,000	\$	20,000	\$	20,000	\$	-
7345	Vehicles	J	\$	46,000	\$	46,000	\$	46,000			\$	(46,000)
7350	Office Equipment	J	\$	3,500	\$	3,500	\$	3,500	\$	3,500	\$	-
7355	Computer hardware	J	\$	30,000	\$	30,000	\$	30,000	\$	30,000	\$	-
7360	Safety Equipment	J	\$	34,000	\$	35,000	\$	35,000	\$	35,000	\$	-
7410	Fixtures/CIP	J									\$	-
	TOTAL CAPITAL OUTLAY		\$	142,500	\$	143,500	\$	143,500	\$	97,500	\$	(46,000)
	Total Expenses		\$	21,517,069	\$	22,405,905	\$	19,299,418	\$	19,886,550	\$	(2,519,355)

NON TAX Revenues		2021-22 Budget	2022-23 Budget	2022-23 Projection	2023-24 Budget	\$ Change
4100	<i>Jail Misc revenue</i>	\$ 10,000	\$ 10,000	\$ 2,000	\$ 2,000	\$ (8,000)
4600	<i>Jail Term Reimbursements</i>	\$ 25,000	\$ 25,000			\$ (25,000)
	DOC INMATES					\$ -
40	<i>US Marshall Service-</i>	\$ 2,650,000	\$ 2,550,000	\$ 266,000	\$ 1,080,000	\$ (1,470,000)
1.05	<i>ICE</i>	\$ 50,000	\$ 25,000	\$ 106,392	\$ 50,000	\$ 25,000
	<i>Work Release</i>	\$ 25,000	\$ -			\$ -
	<i>Other Counties Inmates</i>	\$ 250,000	\$ -	\$ 98,435		\$ -
	<i>Use of Fund Balance</i>		\$ 698,233		\$ -	\$ (698,233)
	NON TAX Revenues	\$ 3,010,000	\$ 3,308,233	\$ 472,827	\$ 1,132,000	\$ (2,176,233)
State Funding & CAP		2021-22 Budget	2022-23 Budget	2022-23 Projection	2023-24 Budget	\$ Change
11001	<i>Tax Cap County Taxes</i>	\$ 14,765,069	\$ 15,355,672	\$ 15,355,672	\$ 15,355,672	\$ (0)
11001	<i>State DOC</i>	\$ 3,742,000	\$ 3,742,000	\$ 3,488,982	\$ 3,398,879	\$ (343,121)
	State Funding & CAP	\$ 18,507,069	\$ 19,097,672	\$ 18,844,654	\$ 18,754,551	\$ (343,121)
Overall Budget		2021-22 Budget	2022-23 Budget	2022-23 Projection	2023-24 Budget	\$ Change
	NON TAX REVENUES	\$ 3,010,000	\$ 3,308,233	\$ 472,827	\$ 1,132,000	\$ (2,176,233)
	STATE & CAP FUNDING	\$ 18,507,069	\$ 19,097,672	\$ 18,844,654	\$ 18,754,551	\$ (343,121)
	TOTAL REVENUES	\$ 21,517,069	\$ 22,405,905	\$ 19,317,481	\$ 19,886,551	\$ (2,519,354)
	EXPENSES	\$ (21,517,069)	\$ (22,405,905)	\$ (19,299,418)	\$ (19,886,550)	\$ 2,519,355

Position Paper

File #: 23-056

Agenda Date: 6/12/2023

Title For Agenda Item:

Approval of the 2023/2024 Cross Insurance Arena Operations and Trustee Budgets

Recommended Action:

Approve the 2023/2024 CIA Operations and Trustee Budgets

Background and Purpose of Request:

Staff is bringing for the 2023/2024 Operations and Trustee budgets for the Cross Insurance Arena. The County Commissioners heard the finer details of both budgets during the May 8th workshop on the item.

Staff Contact: James H. Gailey, County Manager

Presentation: Yes, but quick

Fiscal Impact and Source: Revenues generated by Arena & tax rate

Effective Date if Applicable:

Maine
Cumberland County
 POSITION PAPER FOR AGENDA ITEM

TO:	Cross Insurance Board of Trustees
FROM:	James H. Gailey
DATE:	June 12, 2023
SUBJECT:	CIA Operational Budget & Trustee Budget

Requested Action: Approval of Operation Budget and Trustee Budget.

Background & Purpose of Request:

Each April, the Arena GM brings before the Trustees the proposed Operations Budget for the Arena. In addition to this budget, the County Manager presents the Trustees Budget. Depending upon the level of questions and comfort, the Trustees have moved the budget to the County Commissioners at this meeting or have requested more information from staff to be presented at the next scheduled meeting. The Commissioner, on May 8th, heard the presentation of the CIA operations and Trustee budgets. The Commissioners remanded the CIA budget to the June 12th public hearing for further review, public comment and action.

Funding Amount and Source: Arena Revenues & County General Fund

Attachments:

- 2023-2024 Operations Budget
- 2023-2024 Trustees Budget

Agenda Item Number: _____

Date on Agenda: _____

Result

Mover:

Seconder:

Vote Tally:

Vote Result:

Roll Call Vote if Meeting Remotely:

 Chair of Board, Date

Fiscal Year 2023-2024

Cross Insurance Arena – Budget Introduction

It's an honor and privilege to present the Cross Insurance Arena's 2023-2024 budget to the Board of Trustees. Our team at the arena strives to proudly represent Cumberland County at all levels. Similar to previous years, our goals for the upcoming fiscal year are to maximize revenues from existing events, while concurrently seeking new events with the goal of annual, repetitive bookings. Our team here continues to aggressively grow creative events while cultivating future prospects.

Recap 2022-23

Our most significant accomplishment of FY23 to date was rekindling the arena's connection with the State Theater/Thompson's Point management group. After an 8-year hiatus, we were able to re-establish the partnership and co-promote The Trey Anastasio Band & Goose Co-headlining concert (11/9/22). That event alone generated over \$400,000 in ticket sales and broke the arena's all time concessions per cap record of more than \$30 per person. Due to the success of our first event together, we currently have two more shows on sale together for the upcoming fiscal year (Gojira/Mastodon on 8/19/23 & Death Cab for Cutie/The Postal Service on 9/8/23) with the latter concert selling out in less than two days.

Other 2022-23 Recap Highlights

- WWE (11/27/22) hadn't performed here in 5 years, grossed \$170,214 - a new ticket revenue record for the WWE
- The Price is Right Live (9/29/22) built as a true half-house, theater-style show with the inaugural use of the new house curtain system – the show sold out generating over \$133,000 worth of revenue
- Jo Koy (2/16/23) surpassed ticket sales from his last time through Portland generating \$203K in gross ticket sales, up 25% from 2021
- Globetrotters (2/9/23) sold 66% more tickets than 2022
- Ice Racing (1/14/23) 2nd highest gross since its inaugural year, generating \$38,849 in ticket revenue due to a new start time and the addition of the SnowFest activities on the concourse
- MEREDA (1/26/23) Maine Real Estate & Forecast Conference – produced \$40,182 in revenue, the most ever for a trade show here at the Arena

2023-24 Overview

We've positioned the arena favorably in some categories for the first half of FY23-24 including Death Cab for Cutie (9/8/23), Bill Burr (9/29/23), Hot Wheels Monster Trucks (10/14/23 & 10/15/23) and the return of Umaine Hockey (12/9/23) – all of which directly contribute to an increase in event operating income.

However, there are some categories that we will watch closely as the year progresses. We've seen a slight dip in two concert categories (Majors as well as LN/WFC Concerts). The venue is creatively managing to back fill any open days with new or improved events. In order to accomplish this, one of our strategies is to maximize existing events to see where we can add additional days or shows. For example, Hot Wheels Monster Trucks sold its first three shows very quickly (Portland, ME currently has the best sales numbers of all venues on the tour) so we are looking to add a fourth show.

We've also diversified our event portfolio by adding new shows that we hope become annual events. Shows like the Maine Comic and Toy Con and Maine Villain Arts Tattoo Festival look very promising – but it doesn't guarantee they will be back next year. There's no assurance they will draw enough ticketed/paying guests to create a successful and profitable event.

Also impacting the event landscape is a slight decrease in family shows like Sesame Street and Cocomelon. And although Paw Patrol exceeded ticket sales expectations, the show is not touring in the Northeast for FY23-24.

Net Operating Income

From our projected event mix for 2023-2024, we are forecasting a \$213,985 increase to our budgeted Net Operating Income. This is the difference between last year's approved budget of (\$512,328) and this year's projected budget of (\$299,788). As with previous budgets projecting 100+ events, it is a challenge to predict what additional shows will route to Portland, how much they cost, how many tickets we will sell and how much will a patron spend. With those variable factors contributing heavily to the venue's KPI's, we continue to follow a conservative platform as there is always a chance a shows cancels, reschedules or has lower than expected attendance.

Event Operating Income

Drilling down into our Event Operating Income, we are projecting \$1,827,584 in Event Operating Income as compared to the previous year of \$1,472,347 creating a variance of \$355,236.

Our tenant ECHL team the Maine Mariners have seen a tremendous spike in attendance and concessions revenues this current year. Last year they generated \$338,713. However, this year they are projected to generate \$524,974, a 52% increase. We are not projecting that same growth model into 2023-2024 because historically

hockey numbers do not increase year after year. We are projecting the Mariners will generate \$487,513 during the upcoming fiscal year.

As for minor concerts, we have projected more minors for 2023-2024 due to the expanding relationships with new/local promoters. Also contributing is the return of Monster Trucks and College Hockey.

Ancillary Revenue is also projected to increase by \$132,782 which is the variance of \$799,344 (2022) and \$932,127 (2023) due to better offerings, increased catering demands and a more efficient POS systems being installed.

Other Income

We are projecting \$668,851 in other income next year. Other income is comprised of several revenue streams. Sponsorships, naming rights, luxury suites, club seats, ice rental revenue and ATM fees combine the category. The budgeted amount represents a \$19,590 increase over the previous budget amount.

Indirect Expenses

Indirect expenses reflect a variance of \$160,841 as expenses are projected to be \$2,796,222 as compared to last year's budget of \$2,635,381. Factors included in this variance are higher wages, increased vendor expenses & utilities, and a 5% COLA.

Summary

Our team at the Cross Insurance Arena continues to work diligently at creating new events and building new relationships while striving to do an outstanding job with existing events. We analyze market data and speak with other executives constantly in the OVG family for input or guidance on every facet of arena management. The greatest opportunities remain in finding new ways to creatively manufacture what content we produce. From adding a Snowfest Expo component to an existing Ice Racing Event to working hard at convincing a new promoter or agent to try Portland, ME – we work tirelessly to generate every dollar possible to impact our Event Income. As for our Indirect Expenses, we work just as hard at saving any money possible to lessen the impact of our expenses no matter the size of the item.

**CROSS INSURANCE ARENA
FISCAL YEAR 2024
JULY-JUNE
OPERATING BUDGET**

	12 MONTHS BUDGET		12 MONTHS ACTUAL PROJECTED		2023-24 BUDGET VS 2022-23 PROJECTED VARIANCE		2023-24 BUDGET VS 2022-23 BUDGET COMPARISON	
	FY 2023-24 JULY-JUNE	FY 2022-23 JULY-JUNE	FY 2024 VS FY 2023 FAV / (UNFAV)	FY 2022-23 JULY-JUNE	FY 2023 VS FY 2022 FAV / (UNFAV)			
# OF EVENTS	100	109	(9)	100	0			
TOTAL PAID	195,100	183,564	11,536	192,425	2,675			
AVERAGE TICKET PRICE	\$ 26.70	\$ 31.17	\$ (4.46)	\$ 22.64	\$ 4.06			
TOTAL GENERAL ATTENDANCE	226,050	158,695	67,355	198,125	27,925			
CONCESSION PER CAPS	\$ 9.84	\$ 12.00	\$ (2.16)	\$ 9.76	\$ 0.08			
NOVELTY PER CAPS	\$ 1.05	\$ 0.37	\$ 0.68	\$ 0.76	\$ 0.29			
RENTAL INCOME								
GROSS TICKET REVENUE	\$ 5,209,664	5,721,000	-511335.7143	\$ 4,356,125	\$ 853,539			
TENANT CHARGES	\$ 4,514,734	\$ 5,204,395	\$ (689,661)	\$ 3,788,913	\$ 725,822			
NET RENT INCOME	\$ 702,930	516,605	186,325	\$ 570,713	\$ 132,218			
NET SERVICE INCOME/(LOSS)	\$ (406,617)	(455,465)	48,848	\$ (327,668)	\$ (78,949)			
DIRECT EVENT INCOME	\$ 296,313	\$ 61,140	\$ 235,173	\$ 243,044	\$ 53,269			
SUITE REVENUE	\$ 13,950	\$ 15,484	\$ (1,534)	\$ 15,585	\$ (1,635)			
SURCHARGE/FACILITY FEE	\$ 337,990	283,930	54,060	\$ 222,760	\$ 115,230			
TICKET CONVENIENCE FEES	\$ 247,204	225,198	22,006	\$ 191,614	\$ 55,590			
TOTAL REVENUE	\$ 599,144	\$ 524,612	\$ 74,532	\$ 429,959	\$ 169,185			
ANCILLARY INCOME								
CONCESSION COMMISSIONS	\$ 883,201	\$ 839,575	\$ 43,626	\$ 769,546	\$ 113,655			
NOVELTY INCOME	\$ 48,926	\$ 35,427	\$ 13,499	\$ 29,799	\$ 19,128			
TOTAL ANCILLARY INCOME	\$ 932,127	\$ 875,002	\$ 57,125	\$ 799,344	\$ 132,782			
EVENT OPERATING INCOME	\$ 1,827,584	\$ 1,460,754	\$ 366,830	\$ 1,472,347	\$ 355,236			
OTHER INCOME								
ADVERTISING SPONSORS	\$ 293,518	\$ 285,394	\$ 8,124	\$ 335,878	\$ (42,360)			
NAMING RIGHTS	\$ 188,125	\$ 188,125	\$ -	\$ 188,125	\$ -			
LUXURY SUITES/LOGES	\$ 118,335	\$ 113,055	\$ 5,280	\$ 41,385	\$ 76,950			
CLUB SEATS	\$ 15,873	\$ 19,085	\$ (3,212)	\$ 17,318	\$ (1,445)			
OTHER RENTALS/MISC INCOME	\$ 53,000	\$ 48,310	\$ 4,690	\$ 68,000	\$ (15,000)			
TOTAL OTHER INCOME	\$ 668,851	\$ 653,969	\$ 14,882	\$ 650,706	\$ 19,590			
INDIRECT EXPENSES	\$ 2,796,222	\$ 2,429,260	\$ 366,962	\$ 2,635,381	\$ 160,841			
NET OPERATING INCOME (DEFICIT)	\$ (299,788)	\$ (314,537)	\$ 14,750	\$ (512,328)	\$ 213,985			

Cross Insurance Arena
Summary of Event Income Budget 2023-24

	Budget FY 2023 - 2024	Projected 2022-23	Variance	Budget # of Events	Projected 2022-23 Number of Events	Variance	Notes
Hockey Post-Season	\$0	\$0	\$0	0	0	0	No hockey playoff games budgeted
Hockey Reg-Season	\$487,513	\$524,974	(\$37,461)	36	36	0	Increased labor costs higher than CPI rent increase
Lacrosse	\$0	\$25,765	(\$25,765)	0	5	(5)	No Lacrosse league projected returning in 2023-24
College Hockey	\$44,312	\$0	\$44,312	1	0	1	University of Maine game
High School Sports	\$80,156	\$69,244	\$10,912	6	5	1	Year end State Championships for Basketball and hockey
WWE	\$51,786	\$51,406	\$380	1	1	0	
Disney Shows (Feld)	\$126,769	\$133,231	(\$6,462)	7	7	0	Slightly lower attendance and higher labor costs projected in 2023-24
Trolls/Sesame Street	\$0	\$11,817	(\$11,817)	0	4	(4)	No Sesame Street or Trolls events in 2023-24
XIIR Ice Racing	\$26,480	\$27,494	(\$1,014)	1	1	0	Annual January event
Paw Patrol	\$55,921	\$29,877	\$26,044	4	2	2	Four shows projected
Family	\$7,525	\$40,185	(\$32,660)	1	2	(1)	Price is Right and Cocomelon in 2022-23
Monster Trucks	\$137,707	\$0	\$137,707	4	0	4	Mattel Hot Wheels in 2023-24.
Globetrotters	\$48,898	\$47,871	\$1,027	1	1	0	
Major Concerts	\$75,816	\$93,225	(\$17,409)	1	3	(2)	Only one major projected for 2023-24
Minor Concerts	\$340,181	\$19,892	\$320,289	6	3	3	More profitable shows projected for 2023-24
WFC/LN Concerts	\$56,639	\$77,226	(\$20,587)	2	4	(2)	Fewer concerts from WFC/LN projected in 2023-24
Comedy Shows	\$90,364	\$94,280	(\$3,916)	2	3	(1)	
Broadway Series	\$37,015	\$0	\$37,015	3	0	3	New half house Broadway series projected
Conventions/Trade Shows	\$38,689	\$98,982	(\$60,293)	7	13	(6)	No Portland on Tap trade shows projected for 2023-24
Religious	\$3,970	\$1,985	\$1,985	2	1	1	Jehovah Witness events
Graduations	\$53,433	\$48,504	\$4,929	7	10	(3)	Projecting higher concession sales and slight rent increase
Banquets/Meetings	\$5,875	\$1,918	\$3,957	3	4	(1)	
Community/Charity	\$2,957	\$1,378	\$1,579	1	1	0	Jibe Cycling Fundraiser
Consumer	\$55,579	\$61,500	(\$5,921)	4	3	1	Comic and Toy Shows
Total Event Budget	\$1,827,584	\$1,460,754	\$366,830	100	109	(9)	

**CROSS INSURANCE ARENA
OPERATIONS
FISCAL YEAR 2024**

	ACTUAL			BUDGET		COMMENTS
	BUDGET FY 2023-24	PROJECTED 2022-23	VARIANCE	BUDGET FY 2022-23	BUDGET VARIANCE	
SALARIES ADMINISTRATIVE	197,348	187,965	9,383	175,400	21,947	Three full-time equivalents for full year
WAGES - PART TIME	83,370	79,400	3,970	60,000	23,370	Building custodial and event services
EMPLOYEE INCENTIVE COMP	8,269	7,500	769	7,875	394	Estimated 100% for 2023 and 2024
PAYROLL TAXES	25,269	22,150	3,119	21,223	4,046	Full & part-time taxes
STAFFING BILL BACKS	(40,000)	(38,340)	(1,660)	(40,000)	0	Labor costs charged back to events
MEETINGS/CONVENTIONS/TRAINING	500	-	500	2,000	(1,500)	Annual conference
DUES AND SUBSCRIPTIONS	250	250	0	250	0	
UNIFORMS & LAUNDRY	750	250	500	750	0	
ICE/HOCKEY EXPENSES	30,000	28,472	1,528	30,000	0	Ice machinery, zamboni, and hockey related maintenance
REPAIRS AND MAINTENANCE	50,000	49,325	675	50,000	0	Repairs increasing with time since renovation 9 years ago
LICENSES AND PERMITS	7,500	7,500	0	7,000	500	Elevators, Fire and sprinkler inspections
BUILDING SUPPLIES	12,000	9,883	2,117	20,000	(8,000)	Tools, equipment, electrical supplies
JANITORIAL	15,500	10,070	5,430	15,500	0	Bathroom and building cleaning supplies
CONTRACTUAL SERVICES	27,550	20,000	7,550	28,570	(1,020)	Elevator Maintenance, Exterminator, and lift rentals for Mte.
TRASH REMOVAL	15,000	14,950	50	13,000	2,000	Compactor service
TELEPHONE	610	508	102	0	610	Cell phones
EMPLOYEE BENEFITS	78,455	35,300	43,155	51,197	27,258	Three FTE's for full year of benefits (Health, Dental, 401K, LTD)
TOTAL OPERATIONS EXPENSE	\$512,370	\$435,183	\$77,187	\$442,766	\$69,605	

CROSS INSURANCE ARENA
BOX OFFICE
FISCAL YEAR 2024

	BUDGET	ACTUAL		BUDGET	BUDGET	COMMENTS
	FY 2023-24	2022-23	VARIANCE	FY 2022-23	VARIANCE	
SALARIES ADMINISTRATIVE	129,102	122,977	6,125	122,954	6,148	Two FTEs for full year in 2023-24
EMPLOYEE INCENTIVE COMP	7,398	7,045	353	7,045	352	Estimated 100% for 2023 and 2024
PART TIME WAGES	2,000	2,000	0	2,000	0	Non event day labor
PAYROLL TAXES	13,944	11,500	2,444	13,447	497	Full & part-time taxes
SUPPLIES	1,000	-	1,000	1,000	0	Signage, chairs, speakers, etc.
MEETINGS/CONVENTIONS/TRAINING	2,000	2,000	0	2,000	0	Annual conference
CREDIT CARD FEES	500	500	0	2,500	(2,000)	Fees not allocated to events
ARMORED CAR SERVICE	2,000	2,650	(650)	2,000	0	
PRINTING	500	500	0	500	0	Order forms, envelopes
EMPLOYEE BENEFITS	46,567	33,377	13,190	40,868	5,699	Two FTEs (Health, Dental, 401K, Disability)
						for full year in 2024 fiscal
TOTAL BOX OFFICE EXPENSE	\$205,010	182,549	\$22,461	\$194,314	\$10,696	

**GROSS INSURANCE ARENA
FOOD AND BEVERAGE
FISCAL YEAR 2024**

	BUDGET	ACTUAL		BUDGET	BUDGET	COMMENTS
	FY 2023-24	PROJECTED 2022-23	VARIANCE	FY 2022-23	VARIANCE	
SALARIES ADMINISTRATIVE	122,220	85,950	36,270	131,400	(9,180)	Two FTE positions. Only 1 filled in 2022-23
EMPLOYEE INCENTIVE COMP	7,497	7,140	357	7,140	357	Estimated at 100% for 2024 and 2023
PART TIME WAGES	166,243	133,157	33,086	135,278	30,965	Non event related labor
TEMPORARY LABOR SERVICES	110,000	103,000	7,000	80,000	30,000	Non-Profit and contracted labor
EVENT RELATED STAFFING COSTS	(261,130)	(234,500)	(26,630)	(202,980)	(58,150)	Charged back to events
PAYROLL TAXES	24,024	26,500	(2,476)	22,222	1,802	Full and part-time taxes
EMPLOYEE BENEFITS	32,623	27,185	5,438	50,138	(17,515)	Two FTE positions. Only 1 filled in 2021-22
F&B OVERHEAD	110,125	88,656	21,469	94,250	15,875	POS System Maintenance and repairs, paper supplies, and credit card fees.
TOTAL FOOD AND BEVERAGE	\$311,603	\$237,088	\$74,514	\$317,448	(\$5,846)	

**CROSS INSURANCE ARENA
CORPORATE SALES & PREMIUM SERVICES
FISCAL YEAR 2024**

	BUDGET	ACTUAL		BUDGET	BUDGET	COMMENTS
	FY 2023-24	PROJECTED	VARIANCE	FY 2022-23	VARIANCE	
SIGNAGE MAINTENANCE AND FULFILLMENT	3,500	2,911	589	3,500	0	Contract allows \$10000 per year.
CUSTOMER RELATIONS	6,250	2,500	3,750	6,250	0	More travel and customer engagement.
PRINTING	250	100	150	250	0	
TELEPHONE	0	0	0	0	0	
TOTAL PREMIUM SERVICES EXPENSE	\$10,000	\$5,511	\$4,489	\$10,000	\$0	OVG Marketing

**CROSS INSURANCE ARENA
EVENT SERVICES
FISCAL YEAR 2024**

	BUDGET	ACTUAL		BUDGET	BUDGET	COMMENTS
	FY 2023-24	2022-23	VARIANCE	FY 2022-23	VARIANCE	
SALARIES ADMINISTRATIVE	121,800	109,032	12,768	117,250	4,550	Two FTEs
EMPLOYEE INCENTIVE COMP	7,718	7,350	368	7,000	718	
WAGES - PART TIME	650,000	625,700	24,300	575,000	75,000	Part-time event and security staffing wages
PAYROLL TAXES	69,210	64,035	5,175	62,057	7,153	Full & part-time taxes
PAYROLL BILLED TO EVENTS	(685,000)	(650,000)	(35,000)	(615,000)	(70,000)	Part-time staffing costs billed back to events
MEETINGS/CONVENTIONS/TRAINING	3,150	3,000	150	3,150	0	Annual conference/ staff trainings
DUES & SUBSCRIPTIONS	4,750	4,000	750	7,150	(2,400)	Event Booking, CAD software
UNIFORMS & LAUNDRY	1,000	808	192	2,000	(1,000)	Part-time shirts and jackets
ARENA SECURITY SYSTEMS	6,500	9,200	(2,700)	6,500	0	Contracted monitoring and maintenance
SUPPLIES/SERVICES	7,500	5,500	2,000	7,500	0	Access control, video board, and metal detector maintenance
TELEPHONE	600	145	455	1,845	(1,245)	Cell phones
EMPLOYEE BENEFITS	48,108	23,000	25,108	29,844	18,264	Two FTEs (Health, Dental, 401K, Disability) for full year in 2024 fiscal
TOTAL EVENT SERVICES EXPENSE	\$235,335	\$201,770	\$33,565	\$204,295	\$31,039	

**CROSS INSURANCE ARENA
EXECUTIVE
FISCAL YEAR 2024**

	ACTUAL			BUDGET FY 2022-23	BUDGET VARIANCE	COMMENTS
	BUDGET FY 2023-24	PROJECTED 2022-23	VARIANCE			
SALARIES ADMINISTRATIVE	141,275	131,100	10,175	135,500	5,775	1.5 FTEs
EMPLOYEE INCENTIVE COMP	24,255	23,100	1,155	23,100	1,155	Budgeted for in case of achievement
PAYROLL TAXES	11,789	10,600	1,189	11,688	100	
TRAVEL & ENTERTAINMENT	5,000	3,000	2,000	5,000	0	Corporate Support
MEETINGS/CONVENTIONS/TRAINING	2,000	200	1,800	2,000	0	Meetings/Conventions
DUES & SUBSCRIPTIONS	2,300	2,000	300	2,100	200	Chamber and CVB Memberships
CUSTOMER RELATIONS	250	250	0	250	0	
EMPLOYEE BENEFITS	21,293	14,000	7,293	18,830	2,463	Health, Dental, 401K, LTD
TOTAL EXECUTIVE EXPENSE	\$208,162	\$184,250	\$23,912	\$198,469	\$9,694	

**CROSS INSURANCE ARENA
FINANCE AND INFORMATION TECHNOLOGY
FISCAL YEAR 2024**

	BUDGET	ACTUAL		BUDGET	BUDGET	COMMENTS
	FY 2023-24	PROJECTED 2022-23	VARIANCE	FY 2022-23	VARIANCE	
SALARIES ADMINISTRATIVE	179,685	114,007	65,678	173,986	5,699	2 FTEs in 2024. Only 1 FTE in fiscal 2023
EMPLOYEE INCENTIVE COMP	11,969	11,400	569	11,399	570	
PAYROLL TAXES	14,555	12,540	2,015	14,464	91	
CORPORATE SUPPORT	500	500	0	500	0	Travel and training
MEETINGS/CONVENTIONS/TRAINING/ EMPLOYEE BENEFITS	2,800	2,800	0	2,800	0	IAVM, Finance, HR training
RECRUITING EXPENSES	33,518	5,500	28,018	31,486	2,032	2 FTEs in 2024. Only 1 FTE in fiscal 2023
PAYROLL PROCESSING AND IT SUPPORT	750	695	55	750	0	CSS
	48,050	47,500	550	45,800	2,250	ADP, Cloud Computing, Accting & Local Support
TOTAL FINANCE EXPENSE	\$291,826	\$194,942	\$96,884	\$281,184	\$10,642	

**CROSS INSURANCE ARENA
FINANCE AND INFORMATION TECHNOLOGY
FISCAL YEAR 2024**

	BUDGET	ACTUAL		BUDGET	BUDGET	COMMENTS
	FY 2023-24	PROJECTED 2022-23	VARIANCE	FY 2022-23	VARIANCE	
SALARIES ADMINISTRATIVE	179,685	114,007	65,678	173,986	5,699	2 FTEs in 2024. Only 1 FTE in fiscal 2023
EMPLOYEE INCENTIVE COMP	11,969	11,400	569	11,399	570	
PAYROLL TAXES	14,555	12,540	2,015	14,464	91	
CORPORATE SUPPORT	500	500	0	500	0	Travel and training
MEETINGS/CONVENTIONS/TRAINING/ EMPLOYEE BENEFITS	2,800	2,800	0	2,800	0	IAVM, Finance, HR training
RECRUITING EXPENSES	33,518	5,500	28,018	31,486	2,032	2 FTEs in 2024. Only 1 FTE in fiscal 2023
PAYROLL PROCESSING AND IT SUPPORT	750	695	55	750	0	CSS
	48,050	47,500	550	45,800	2,250	ADP, Cloud Computing, Accting & Local Support
TOTAL FINANCE EXPENSE	\$291,826	\$194,942	\$96,884	\$281,184	\$10,642	

**CROSS INSURANCE ARENA
MARKETING/GROUP SALES
FISCAL YEAR 2024**

	BUDGET	ACTUAL		BUDGET	BUDGET	COMMENTS
	FY 2023-24	PROJECTED 2022-23	VARIANCE	FY 2022-23	VARIANCE	
SALARIES ADMINISTRATIVE	112,131	107,278	4,853	104,953	7,178	2 FTEs
EMPLOYEE INCENTIVE COMP	6,258	5,960	298	5,777	482	Budgeted at 100%
PAYROLL TAXES	9,858	9,754	104	9,272	586	2 FTEs
TRAVEL & ENTERTAINMENT	700	700	-	700	-	Annual conference for 2 FTE's
MEETINGS/CONVENTIONS/TRAINING	5,000	4,000	1,000	5,000	-	Annual conference for 2 FTE's
DUES & SUBSCRIPTIONS	2,900	2,500	400	2,900	-	Salesforce, Pollstar, etc.
CUSTOMER RELATIONS (MARKETING)	750	250	500	750	-	
CUSTOMER RELATIONS (GROUP SALES)	150	150	-	150	-	
INSTITUTIONAL ADVERTISING	14,000	7,500	6,500	7,500	6,500	Interior signage, and promotions. New web hosting fees in 2024.
PRINTING	1,620	1,523	97	1,020	600	Brochures/Signage/Adobe Photoshop
EMPLOYEE BENEFITS	29,168	31,270	(2,102)	25,878	3,291	2 FTEs
					-	
TOTAL MARKETING EXPENSE/(INCOME)	\$182,536	\$170,885	\$11,651	\$163,899	\$18,636	

**CROSS INSURANCE ARENA
CORPORATE SALES/PREMIUM SERVICES INCOME
FISCAL YEAR 2024**

	ACTUAL		VARIANCE	BUDGET		COMMENTS
	BUDGET FY 2023-24	PROJECTED 2022-23		BUDGET FY 2022-23	BUDGET VARIANCE	
SUITES	118,335	113,055	5,280	41,385	76,950	Projecting 4 suites sold in 2023-24 - others are rented out during events
CLUB SEATS/PSL's	15,873	19,278	(3,405)	17,318	(1,445)	Fewer club seat sales projected for 2023-24
NAMING RIGHTS	188,125	188,125	-	188,125	-	Year ten of twenty year contract with Cross Financial Group
ADVERTISING SPONSORS	293,518	310,000	(16,482)	335,878	(42,360)	Projected by Corporate sponsorships net of amounts shared with the Maine Mariners
TOTAL PREMIUM SERVICES INCOME	615,851	630,458	(14,607)	582,706	33,145	

**CROSS INSURANCE ARENA
OTHER INCOME
FISCAL YEAR 2024**

	BUDGET FY 2023-24					
MISCELLANEOUS	23,000	20,675	2,325	20,000	3,000	ATM Fees, contingent ticketing fees, parking commissions
OTHER RENTALS	20,000	19,200	800	40,000	(20,000)	High School and other ice rentals.
FULLFILLMENT FEE INCOME	10,000	14,000	(4,000)	8,000	2,000	Ticketmaster mail order fees and rebates
TOTAL OTHER INCOME	53,000	53,875	(875)	68,000	(15,000)	
GRAND TOTAL OTHER INCOME	\$668,851	\$684,333	(\$15,482)	\$650,706	\$18,145	

Cumberland County CIA Trustees Budget

	Budgeted 2017-18	Budgeted 2018-19	Budgeted 2019-20	Budgeted 2020-21	Budgeted 2021-2022	Budgeted 2022-2023	Proposed 2023-2024
Contract Administrator Officer	\$ 57,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll Taxes & Benefits	\$ 4,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parking	\$ 2,900	\$ 2,900	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services	\$ 25,000	\$ 20,000	\$ 18,000	\$ 15,000.00	\$ 13,000.00	\$ 10,000.00	\$ 10,000.00
Board Meetings	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200.00	\$ 1,400.00	\$ 1,400.00	\$ 1,000.00
Office Supplies and Expenses	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Record storage/bld maint	\$ 4,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee Health Insurance	\$ 15,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Incentive Fees	\$ 76,758	\$ 80,000	\$ 87,500	\$ 80,000.00	\$ 75,000.00	\$ 95,000.00	\$ 95,000.00
<u>Insurances</u>							
Public Officials	\$ 7,052	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Package & Auto	\$ 74,462	\$ 73,001	\$ 74,500	\$ 76,000.00	\$ 77,000.00	\$ 90,000.00	\$ 92,000.00
Auto	\$ 1,941	\$ 1,903	\$ 2,000	\$ 2,200.00	\$ 2,400.00	\$ -	\$ -
Crime	\$ 470	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Workers comp	\$ 625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unemployment	\$ 975	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
All Insurance Costs							
Total	\$ 276,683	\$ 179,004	\$ 183,200	\$ 174,400	\$ 168,800	\$ 196,400	\$ 198,000

1 - Meeting thresholds under the Incentive Program

2 - Insurance 2021/22 was \$88,471.00 - Need to adjust after many years

Position Paper

File #: 23-057

Agenda Date: 6/12/2023

Agenda #:

Title For Agenda Item:

Adoption of the 2023 County Strategic Priorities

Recommended Action:

Adoption of the 2023 Strategic Priorities

Background and Purpose of Request:

The County Commissioners and County Department Heads met on May 16th to work through a Strategic Priorities exercise. Lot of great ideas were brought up by all, ultimately six priorities were narrowed down to by a voting process. The Commissioners workshop this item on May 22nd and the item is now ready for formal adoption by the Commissioners.

Staff Contact: James H. Gailey

Presentation: Yes

Fiscal Impact and Source: No cost at this time.

Effective Date if Applicable:

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

TO:	Cumberland County Commissioners
FROM:	James H. Gailey, County Manager
DATE:	June 7, 2023
SUBJECT:	Strategic Priorities

Requested Action: Adoption of the 2023 Strategic Priorities Report

Background & Purpose of Request:

Last month, the County Commissioners met up with Department Heads to work through Strategic Priorities for the next three years. The Commissioners and staff last did this in 2019. Lot of new faces around the table this year, which brought out a great discussion on all the good things the County is doing and what barriers are presented that impacts staff from achieving more. It was a great discussion on what the County should work on for the next three years. The group, through casting votes, narrowed the ideas down to six top strategies. They are as follows (no order):

- Provide and Coordinate Regional Services;
- Provide Data;
- Bring Funding to the Region;
- Build Our Capacity;
- Foster Diversity, Equity and Inclusion; and
- Improve External Communication.

As you can see, very broad topics. Over the next six months to a year, committees will be formed for each priority to unpack the priority and develop goals and objectives for each. It's always good to have a direction to follow and this year's exercise didn't disappoint.

Attachments: Strategic Priorities Report

Agenda Item Number: _____

Date on Agenda: _____

Chair of Board, Date

Cumberland County Commissioners and Department Heads
Strategic Priorities Retreat

Highlight Notes

Tuesday, May 16, 2023

Cross Insurance Arena, CN Brown Pavilion

About the Meeting

Objectives

- Develop general consensus on Cumberland County’s strategic priorities for the next three years.
- Shared understanding of the full array of recent successes and future aspirations of all departments across County government.
- Get to know each other and develop enthusiasm for our work together.

Attendance

Commissioner Jamieson
Commission Clouter

Commissioner Gorden
Commissioner Witonis

Commissioner Smith

Susan Schwartz, Register of Probate

Jackie Sartoris, District Attorney

Amy Jennings, Director of Human Resources
Melinda Fairbrother-Dyer, Director of Communications
Michael Durkin, Director of Emergency Management
Alex Kimball, Deputy Manager of Finance and Administration
Naldo Gagnon, Sheriff Office Chief Deputy
Tim Kortez, Jail Major
Kristin Styles, Director of Community Development
Sandra Warren, Compliance & Audit Manager
Aaron Gilpatric, Director of Information Technology
Ben Thompson, Regional Assessor
Jessica Spaulding, Register of Deeds
Bill Trufant, Director of Facilities
Liz Blackwell-Moore, Director of Public Health
Travis Kennedy, Director of Public Affairs
James Gailey, County Manager

Agenda

- 4:45 **Arrival and Refreshments**
- 5:00 **Opening**
- Cumberland County Commissioners Chair Neil D. Jamieson will open the meeting with some introductory remarks.
 - Facilitator Craig Freshley will explain the meeting format and a few ground rules.
 - We will do some quick introductions.
- 5:15 **Past Successes, Future Trends, and Aspirations**
- Facilitator Craig Freshley will provide a brief overview of advance input provided by Department Heads and County Commissioners.
 - All participants were asked in advance about recent achievements, future trends most likely to have high impact on our work, and wishes for what could be done in order to better serve the residents, businesses, visitors or internal departments of Cumberland County over the next three years
- 5:30 **Ideas for What to Do Better and Different**
- Given what we have heard in terms of advance input, each person will be asked to submit their top ideas for what the County should do better or different?
 - We will put all ideas up on the wall, organize them, and discuss them.
 - We might even do some prioritization in the form of a multi-vote.
- 6:20 **Dinner**
- 7:00 **Emerging Priorities**
- During dinner - based on the before-dinner conversation - Craig will draft a statement of Emerging Priorities which he will present for consideration.
 - We will discuss and revise as we see fit.
 - We expect to come to general consensus of top priorities.
- 7:40 **Specific Steps**
- As time allows, we will work through each of the top priorities and identify specific steps required to achieve success.
 - We might also identify lead responsibilities and timelines.
- 8:20 **Closing Comments**
- This is a chance for each person to say a brief last word; perhaps a reflection about the meeting or hope for going forward.

8:30 **Adjourn**

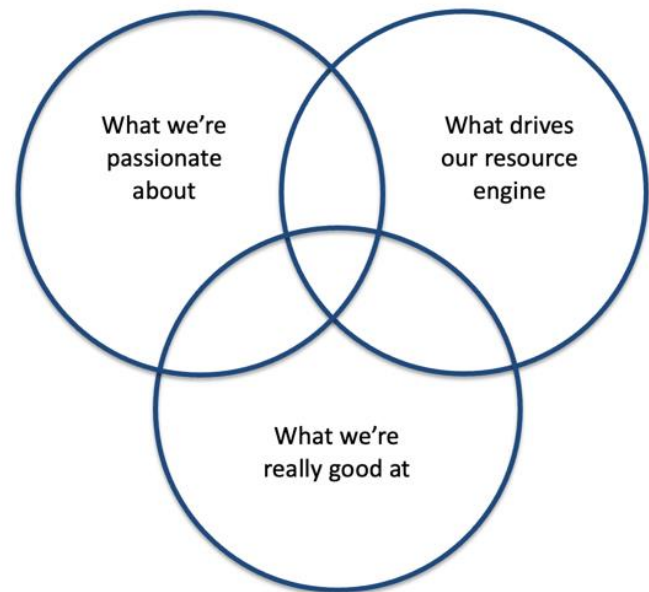
Ground Rules

- For the County as a Whole
- All views heard
- Let Craig call on people
- Show what you think
- Strive for consensus, yet no final decisions
- Neutral facilitation and notes
- Meet new people!

What We're Good At

Craig explained that, according to Good to Great author Jim Collins, great organizations are able to focus on the intersection between what they are really good at, what drives their economic engine, and what they are passionate about.

To start the meeting, each person introduced themselves and responded to the following prompt: "In my area of work, we are really good at _____."



Responses were as follows:

- Multi-tasking and customer service
- Help other departments execute their goals
- Responding to big stuff
- Reacting to service needs
- Help others help low and moderate income people
- Curiosity and compassionate listening
- Implementing ARPA Funding
- Adaptability
- Pouncing at new opportunities
- Problem-solving
- Maintaining a safe custody environment
- Initiating and executing projects
- Communication and affecting community health
- Meeting with people and hearing them
- Listening to and advocating for communities
- Organizing and executing events
- Lean in together
- Make collaborative, informed decisions
- Using our leverage towards greater justice and fairness for our citizens
- Extremely knowledgeable and empathetic
- Improvising and adapting
- Safe-guarding our land record

- Dealing with angry tax payers

Past Successes, Future Trends, and Aspirations

- Submitted in Advance of Retreat by Attendees

Overall Themes based on Trends and Dreams from Advance Survey

1. Retain & Hire employees
2. Mental Health wellbeing of employees and public
3. Regional Service provider - we can do more
4. Immigration
5. Funding Stability
6. County entering next phase - no longer an afterthought
7. Outward facing departments - society impacts increasing

Top Achievement Themes from the Advance Survey

- Commissioners
 - ARPA funding
 - COVID response
 - Cross Insurance Arena management
 - Public Health Department
- Staff
 - COVID response and adaptation
 - Staffing stability
 - Collaborations
 - Operations and finances
 - Training
 - Infrastructure planning and growth

Top Trends Themes from the Advance Survey

- Commissioners
 - Migration influx – Increasing demands on services
 - Diminishing public funds – Increasing costs
 - Diminishing labor supply
 - Increasing divisiveness and political disruption
 - Aging infrastructure

- Staff
 - Social trends – Increasing levels of despair
 - Transiency – Homelessness – Substance use disorder
 - More demand for public support and County services
 - Diminishing labor supply – Rising personnel costs
 - Decreasing public funding
 - Politics and public attitudes
 - Increasing criminal conduct
 - Negative views of the police
 - Demand for equity and inclusion
 - Climate change – clean water – transportation - migration
 - Affordable housing

What the County Should Do Themes from the Advance Survey

- Commissioners
 - Regionalization of services
 - IT support for communities
 - Training and planning assistance for communities

- Staff
 - Increased support for communities
 - Health, social services, housing
 - Increase staff and financial capacity
 - More staff, better trained, more access to government funding
 - Work better together
 - Internal: data, training, planning, standardization
 - External: partnerships, planning
 - Housing, transportation, workforce development

Discussion Highlights

- The Police and Fire Chiefs think similarly
- Our role as convener is important
- County government is in a new phase
 - Jim is leading with a vision
- There are many silos
- Back office technical support has become more automatic and systematized
- There will be less funding available
- Regionalization as a response to less money
- We have become responsive - not just observing
- We have a lot more awareness and are opportunistic
- We are competent people who take advantage of overlaps
- Pressure points
 - Immigration (which is an untapped resource)
 - Mental health and homelessness
 - Diminishing social safety net and increasing population poverty
- We are helping people in need
- Data and coordination is being provided in ways that are helpful
- Needs are being pushed out from Portland
- Each town has different needs
- Let's work internally on DEI
- Let's continue to improve our internal systems

What To Do – The Creation of Idea Board

All Ideas

- Provide regional services
 - County coordinates continuum of opportunities for the Cumberland County community at every access point of need
 - Increase regionalization by building more partnerships with our municipalities
 - Focus on being useful
 - Plan for more regionalization
 - Collaborate with municipalities
 - Work together to support municipal needs
 - Municipal partnerships
 - Regionalization of EMS and fire
 - Regionalization program
 - Continual regional development of services with an internal planning process

- Implement coordinated immigrant support system
- Regional services
- Regionalize everything that is cross municipality
- Regionalize with other counties
- Create opportunities for regional programming
- Find funding
- Provide data
 - Data get share and leverage
 - Collect and share data (data on health, housing, EMA, etc.)
 - Data dashboards
 - Cumberland County provides regional services through local assessments and county-facilitated interlocal agreements
- Internal collaboration
 - Build on stakeholder involvement and partnerships
 - Study methods to enhance regional housing supply
 - Departments working together
 - Create formal collaborations between departments
 - Breakdown silos
 - Be a team
 - Internal communication and collaboration
 - Communication between all departments
- Staff retention
 - Hiring recruiting and retention for staffing
 - Higher quality staff
 - Employee incentives for retention
 - Retention of staff
 - Affordable housing for new staff
 - Continue and do more to retain staff
 - Retain staff
- Increase capacity
 - Proactive organizational development
 - Promote excellence with employees
 - Consolidate local talent
 - Utilize volunteers
 - Make sure that technology is up to date and secure and that staff is trained
 - Job development
- Increase space
 - Improve space for departments
 - Improve office environment and remove silos
 - Create great collaborative space

- DEI
 - DEI
 - Harvest the diversity in the area
 - DEI in all department's programs and efforts
 - Invest time, energy and resources to our county DEI strategy
 - Try to diversify the staff and provide access to language assistance to achieve that

- Provide services
 - Public health at early age
 - Provide support to municipalities in various ways
 - Develop fund raising
 - Develop funding resources
 - Increase broad band service to rural communities
 - Increase utilization of the Cross Insurance Arena

- How
 - Think outside the box for solutions
 - Adapt to big changes
 - Innovative legislation to mirror changes
 - Be ready to grow
 - Work to understand different perspectives
 - Acknowledge population shortage and do better with less
 - Institute our uniqueness

- Communication
 - Advertisement of county services
 - Unified public outreach
 - Improve lines of communication
 - Expand the marketing and PR's of the county to let the citizens know about the resources and activities of the county

Organized by Multi-Vote Results

- Provide Regional Services – 31
- Staff Retention – 23
- Internal Collaboration – 17
- Diversity, Equity, Inclusion – 16
- Coordinate Regional Services – 14
- Communications - 11
- Increase Space - 9
- Provide Data - 7

Organized by Topic

- Provide and Coordinate Regional Services
- Bring funding to the region
- Collect and provide data, including analysis, to facilitate and support prioritization and delivery of services
- Build our capacity
 - Internal Collaboration
 - Staff Retention
 - Increase Space
- Improve Diversity, Equity, and Inclusion
- Communicate better about services we provide

Emerging Strategic Priorities

Three to Five Years

There seemed to be an emerging consensus around the following six priorities, not in any particular order.

Provide and Coordinate Regional Services

Provide services simultaneously to multiple municipalities and counties that they are increasingly challenged to provide themselves given rising costs and increased demand. Focus on providing services that lend themselves to regional coordination.

Provide Data

Collect and provide data, including analysis, to identify, facilitate and support prioritization and delivery of services.

Bring Funding to the Region

Increase development and grant management capacity, overall and in specific departments, and coordinate funding and development efforts across departments.

Build Our Capacity

Invest in building a quality, values-based work environment with work-life balance, commensurate with a focus on recruiting, onboarding, education and providing incentives for staff retention. Increase and consolidate administrative functions into a new single building/campus. Create and institutionalize greater collaboration among County departments via improved communications, data-sharing, and standardization of protocols.

Foster Diversity, Equity and Inclusion

Deliberately recruit and hire staff that's more representative of the population we serve, design programs and services to be more inclusive of diverse populations, and serve as a model for other governments and institutions in Cumberland County.

Improve External Communications

Increase awareness of County-provided services, and other services available, to municipalities and the general public. Identify the client base.

Next Steps

There seemed to be general consensus that the six top priorities should be considered and affirmed by the Commissioners and that they should also clarify next steps.

We also discussed the following ideas:

- Establish a Coordinating working group
 - What
 - Refine the priority statements
 - Identify best opportunities for collaboration
 - Identify data needs
 - Provide instructions for each department head to provide more granular details
 - Develop a Mission Statement
 - Who
 - Department Heads
 - Decided by Jim and Alex
 - When
 - As soon as possible
- Establish a Working Group for each of the six priorities
 - What
 - To clarify details and next steps
 - Who
 - Department Heads and other staff
 - Decided by Jim and Alex

Closing Comments

- Thanks everyone
- This was a very good exercise
- We need to prioritize what services to coordinate
- We are very aligned with Health Department priorities
- Regionalization is the way of the future
- Impressed with how we all think so similarly
- This is a direction that we are going to start with
- Leaving with questions in a very exciting way
- Very excited about these categories
- These priorities seem so much more comprehensive than last year's
- These are well identified needs for our county
- Very excited and proud to represent the county
- There's more interest in regionalization this time
- Appreciate participating in this
- Appreciate the facilitation
- Nice to see everyone together
- Great to see everyone with similar mindsets
- Very impressed with collaborative attitudes
- Very excited about more regionalization
- Honored to be among this caliber of staff
- Good meeting
- Lots of work to be done
- Excited to work with the department heads and commissioners
- Thank you - this has been an excellent evening
- Lots of good ideas and good energy in the room
- Thank you craig
- Thanks to everyone in the room
- This was a very productive meeting