

Cumberland County

27 Northport Dr
Portland, ME 04103



Agenda - Final-Amended

Monday, June 15, 2026

5:30 PM

In person with the option to view online:

www.cumberlandcountyme.gov/live

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

Board of Commissioners

District 4 - Chair Patricia Smith

District 2 - Vice Chair Tom Tyler

District 1 - Jean-Marie Caterina

District 3 - Stephen Gorden

District 5 - James Cloutier

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

CALL TO ORDER

ATTENDANCE

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

[CD 26-017](#) Approval of the minutes, May 18, 2026, meeting of the Board of Commissioners

Attachments: [Draft May 18 2026 Meeting Minutes](#)

COMMENTS FROM THE PUBLIC

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

CONSENT AGENDA

[26-058](#) Sheriff's Office Commissions May 1st, 2026 through May 31st, 2026.

Attachments: [Sheriff's Commissions May 2026](#)

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

Attachments: [PP Naples 2026](#)
[Naples LEC Contract 2026](#)

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

Attachments: [PP Chebeague Island 2026](#)
[Chebeague LEC Contract 2026](#)

- [26-061](#) Authorize the County Manager to sign the General Assistance Services agreement between Cumberland County and the Towns of Falmouth, Casco, North Yarmouth, Gray, and Baldwin from July 1, 2026 to June 30, 2029.
- Attachments:** [Falmouth Signed GA contract 2026-2029](#)
[GA Contract signed by Casco 2026-2029](#)
[North Yarmouth GA contract 2026-2029](#)
[Gray General Assistance contract 2026-2029](#)
[Baldwin GA Contract 2026-2029](#)
- [26-062](#) Authorize the County Manager to sign the contract between the Town of Gray and Cumberland County for regional dispatch services from July 1, 2026 - June 30, 2028.
- Attachments:** [Position Paper Gray Dispatch](#)
[Gray - Cumberland County Dispatch FY27](#)
- [26-063](#) Authorize the County Manager to execute the contract between the Town of Windham and Cumberland County for regional dispatch services from July 1, 2026 to June 30, 2028.
- Attachments:** [Position Paper Windham Dispatch](#)
[Windham Dispatch Contract signed by Town 2026](#)
- [26-064](#) Authorize the County Manager to execute the contract between the Town of North Yarmouth and Cumberland County for regional dispatch services from July 1, 2026 to June 30, 2028.
- Attachments:** [Position Paper North Yarmouth Dispatch 2026](#)
[North Yarmouth Dispatch Contract signed by Town](#)
- [26-065](#) Authorize the County Manager to execute the contract between the Town of Chebeague Island and Cumberland County for regional dispatch services from July 1, 2026 to June 30, 2027.
- Attachments:** [Position Paper Chebeague Island](#)
[Chebeague Island 1 Year Contract 2026](#)
- [26-066](#) Authorize the reduction of board members on the Cumberland County Board of Assessment Review from seven (7) to five (5) members by eliminating the two (2) currently vacant seats, effective immediately.
- Attachments:** [Position Paper Board of Assessment Review Membership](#)

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

Attachments: [Position Paper 6-2026 CJIS Policy](#)
[County CJIS Policy \(draft 2026\)](#)

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

Attachments: [Position Paper Tyler SaaS](#)
[Cumberland County ME Tyler EERP SaaS 052826](#)

NEW BUSINESS

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

Attachments: [Position Paper](#)
[Final Proposed Reserve Accounts 2026](#)

EXECUTIVE SESSION

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

Attachments: [Position Paper Executive Session 6D May 2026](#)

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

Attachments: [Position Paper Executive Session 6A](#)

COMMENTS FROM THE EXECUTIVE STAFF

COMMENTS FROM THE COUNTY MANAGER

COMMENTS FROM THE COUNTY COMMISSIONERS

Next Meeting: Monday, July 20, 2026

ADJOURNMENT

Position Paper

File #: CD 26-017

Agenda Date: 6/15/2026

Title:

Approval of the minutes, May 18, 2026, meeting of the Board of Commissioners

Background and Purpose of Request:

Review and approve the attached minutes.

Staff Contact: Katharine Cahoon, Executive Department



Cumberland County

Board of Commissioners

Meeting Minutes - Draft

27 Northport Dr
Portland, ME 04103

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

Monday, May 18, 2026

5:30 PM

**Sebago Meeting Room
27 Northport Dr
Portland, ME 04103**

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

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

CALL TO ORDER

The Board of Commissioners met for their regularly scheduled meeting at 27 Northport Drive, Portland, in the Sebago Lake Conference Room, the meeting was called to Order by Chair Patti Smith at 5:30 p.m.

ATTENDANCE

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

County Staff:

James Gailey, County Manager
Breana Gersen, Deputy County Manager
Amy Jennings, Director of Human Resources
Jessica Spaulding, Register of Deeds
Katharine Cahoon, Admin and Special Projects

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

[CD 26-010](#) Approval of the minutes, March 16, 2026, Executive Session of the Board of Commissioners

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

[CD 26-011](#) Approval of the minutes, March 16, 2026, meeting of the Board of Commissioners

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

[CD 26-015](#) Approval of the minutes, April 21, 2026, meeting of the Board of Commissioners

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

vote.

[CD 26-016](#) Approval of the minutes, May 7 2026, of the special meeting of the Board of Commissioners

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

COMMENTS FROM THE PUBLIC

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

Chair Smith opened the public comment period at 5:33 p.m., Denise Schwartz from Scarborough and Christopher Shmidt from Scarborough spoke and thanked the County Commissioners for their recent vote to not hold ICE inmates.

Chair Smith closed the public comment period at 5:34 p.m.

CONSENT AGENDA

Approval of the Consent Agenda

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

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

No: 0

[26-048](#) Sheriff's Office Commissions February 1, 2026 through April 30, 2026

This Order was APPROVED.

[26-049](#) Amend the Administrative Regulations #13 Hazard Communications Program

This Order was APPROVED.

[26-050](#) Cumberland County EMA requests the Board of Commissioners authorize signature of the EMA Mutual Aid Agreement, pending it's signature by municipalities.

This Order was APPROVED.

[26-051](#) Reappointment of Peter Coyne to the Cumberland County Board of Assessment Review for a three year term from July 1, 2026 to June 30, 2029.

This Appointment was APPROVED.

[26-052](#) Correct the reappointment term for Board of Assessment Review member David Silk from 7/01/2026 - 6/30/2029 to 7/01/2025 - 6/30/2028.

This Appointment was APPROVED.

[26-053](#) Adopt the new Appendix G2 Suspension and Debarment Policy and Procedure, appendix to Administrative Regulations No.16 Accepting Grants and Other Funding Sources.

This Order was APPROVED.

[26-054](#)

Authorize the County Manager to sign the Dispatch Contract with the Town of Cumberland.

This Order was APPROVED.

NEW BUSINESS

[26-055](#)

Approval of the FY27 Cross Insurance Arena Operational Budget and Trustee Budget.

County Manager Jim Gailey explained that the Cross Insurance Arena Board of Trustees had approved the operational budget at their last meeting and forwarded it to the Board of Commissioners with their recommendation for approval. County Manager Gailey introduced Cross Insurance Arena General Manager Michael LoConte. GM Loconte shared that he has been with the Arena for eleven years and served as General Manager for four and a half years. He explained that the Arena is an expensive facility to operate. Consequently, operations are funded by a diversified portfolio of unique, family friendly, and community events. While the current fiscal year had a forecasted revenue loss of \$304,000, the current year to date loss is \$98,000. This was offset by events that were not previously held at the Arena such as a Boston Bruins Alumni game. GM Loconte credited the Arena's success due to the hard work of his small full time staff and large part time staff. He highlighted the year's successful events that included sport events, authors, musical shows and college and high school graduations and a few unexpected events which included a political rally and professional conference for a medical group. GM Loconte explained that Fiscal Year 2027 has a budgeted loss of \$318,000, a \$14,000 difference between the previous budgeted fiscal year. Capital Improvements at the Arena included a newly renovated concession area with a grab and go area that have generated \$200,000 in coffee and beer sales. \$198,000 has been paid out to not-for-profit organizations who have staffed the concession stands. Bottle returns processed by Clynk have generated \$5,000 in revenue to help offset the costs of running the building which has grown to an estimated \$3.5 million. Focus has been on extending the lifecycle of equipment as costs increase.

Commissioner Cloutier asked about the procedure for purchasing tickets, GM Loconte explained that tickets can be purchased through Ticket Master or avoid processing fees and purchased in person at the box office, Monday through Friday from 9:00 a.m. to 4:00 p.m.

Commissioner Gorden asked if the Arena is working with UMaine Hockey, GM Loconte confirmed that they are working on hosting a game, Commissioner Gorden suggested that the Arena host a hockey game between UMaine and New Hampshire. Chair Smith thanked GM Loconte for his hard work and balancing the mix of events and the needs of the Arena.

County Manager Gailey reviewed the Cross Insurance Arena's Trustee's budget and explained that it is higher as more line items are displayed. He reviewed the different line items of the budget. He explained that the management contract has an incentive fee of \$118,000 and insurance is \$140,000. Insurance is through the Cross Insurance Arena instead of the Trust.

Chair Smith asked if the county covers workers comp, County Manager Gailey explained that workers comp is covered through the Arena management company, the OakView Group who also employs GM Loconte and his staff.

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

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

No: 0

[26-056](#)

Authorize the County Manager to award a bid to Info Quick Solutions for the Registry of Deeds Records Management System.

County Manager Gailey explained that the Registry of Deeds contract with their current software vendor for their document management system is ending and staff went out to bid to explore new software providers.

Register of Deeds Jessica Spaulding shared that in their current document management systems contract, their Department contracts for hardware and software. The new contract is for the purchase of software only and hardware will be managed in house with the assistance of IT. This will result in significant cost savings compared to the current contract. She explained that she decided to use software as opposed to cloud services, of the proposals that were received, IQS was the strongest and is currently used by 11 other County Registry of Deeds in Maine.

Commissioner Caterina explained that she is familiar with IQS, Register of Deeds Spaulding noted that it is used by York County and very user friendly.

Commissioner Gorden asked if there was a possibility of creating a single regional contract between the other Registry of Deeds and IQS.

County Manager Gailey explained that it was not likely given that contracts were already in place.

Register of Deeds Spaulding shared that the other Registries had different schedules for their contracts.

Commissioner Cloutier shared that he also preferred using the York County Registry of Deeds website. He noted that it would be a challenge to get all of the Registries to agree to go to a single contract.

Chair Smith asked about the migration from the old software to the new software.

Register of Deeds Spaulding explained that there would be advanced preparation and customers would be notified prior to the transition. She is planning to transition before January 1st, possibly in the beginning of December.

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

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

No: 0

COMMENTS FROM THE EXECUTIVE STAFF

Human Resources Director Amy Jennings shared that May 1st was the first day of the Maine Paid Family Medical Leave. Payments from the plan begin four to six weeks, she suspects that the delay may deter those from considering applying for it. Staffing levels at the Jail and LEC are already low and they are impacted more so by the new leave. Labor discussions recently started with Communications, she anticipates more information will be forthcoming in June for the July 1st expiration date.

Chair Smith asked about the impact of the vacancies on the positions at the Jail and the plan to address anticipated vacancies.

HR Director Jennings stated that she shared anticipated vacancy concerns with Jail leadership. She shared that to date no memorandum for staffing had been issued. Regarding vacancies, she noted that the new testing requirement has resulted in hiring two to three Correctional Officers a month versus 12 a month. Their office continues to receive a steady stream of applications, and she and her staff are recruiting aggressively, however, interest seems limited.

Chair Smith asked HR Director Jennings about the current number of vacancies.

HR Director Jennings estimated there were at least 25 vacancies.

Chair Smith asked HR Director Jennings what York County Jail is doing for leave.

HR Director Jennings explained that her plan is to collaborate with similarly sized organizations about their approaches at their jails. She gave a review of the different leave types and the impact on the wages for Correctional Officers, she concluded that overall, there are significant wages lost. She and HR Specialist Carrie Hall are proactively creating outreach materials and sharing information about available options to employees to stay ahead.

Commissioner Gorden asked if there was any impact on other departments.

HR Director Jennings explained the Jail has been impacted and she has not seen it in other departments or other levels of the LEC.

Commissioner Caterina inquired about the reasons for taking leave.

HR Director Jennings explained the reasons for leave are very broad and all require a note from a Doctor.

Admin and Special Projects Coordinator Katharine Cahoon shared that she worked with Finance and Budget Manager Alyssa Johnson to prepare the adjusted tax warrants and that the revised tax bills had been mailed to municipalities.

Assistant County Manager Breana Gersen shared that she released a survey to municipalities regarding interest in a regional code enforcement officer (CEO) services. There was specific interest in

the development of a position of a regional third party inspector for MUBEC or for electrical and plumbing inspections. Another survey for Regional HR services will be released next week given increasing complex employment laws. Assistant County Manager Gersen stated that there is potential state funding for code services.

Assistant County Manager Gersen stated that she is also in the process of updating the county Criminal Justice Information Security (CJIS) Policy. That policy covers information transmitted through CCRCC and the Sheriff's Department. The County Grant Policy is undergoing revisions, including updates to grant collaboration roles and realignment with positions within the Executive Department. She has volunteered to sit on the Maine County Commissioner's Association legislative policy committee called Title 38 to coordinate review of Legislative Statutes regarding counties.

Commissioner Gorden asked Assistant County Manager Gersen about the state project called VINE.

Assistant County Manager Gersen explained that CJIS is governed by Federal Regulations, but will look into coordinating VINE into the current policy if applicable.

Commissioner Gorden observed that regarding municipal code enforcement, while inspectors are licensed, builders are not.

Vice Chair Tyler asked about the response from municipalities.

Assistant County Manager Gersen explained that this would not replace a municipal inspector but would build capacity or shared workload for a municipal codes inspector. She stated that for LPI and MUBEC they need to get trained on specific codes and local ordinances. The concept is still evolving and would be finalized prior to implementation.

Vice Chair Tyler noted that the problem with the process of codes enforcement is the inconsistency between each municipality and inconsistency between staff within a municipality.

Assistant County Manager Gersen explained that the creation of a Regional Code service could create shared standards and inspections.

Commissioner Caterina shared that when researching property permits at a municipality, they have been difficult to access due to varied and limited municipal office hours.

Commissioner Cloutier echoed that he has also experienced inconsistencies with code enforcement offices and it is important to explore. He shared that Accessory Dwelling Units (ADUs) allow municipalities to double or triple the density of private homes. He noted that, in 2025, the percentage of ADUs was 9% in Maine and the projected number would increase over the next five years similar to California's percentage of 25%. He also noted that the various ADU laws have been revised over the past four years.

Assistant County Manager Gersen added that ADU approval is prohibited from Planning Board review and falls on approval by the code inspector.

Chair Smith thanked Assistant County Manager Gersen for the information and for exploring new opportunities to meet community demand.

GM Loconte shared that the Cross Insurance Arena hosted two unbudgeted sporting events, AEW Wrestling and MMA, as well as additional Maine Mariners games, which had a positive impact on the Arena's fiscal year.

Chair Smith thanked GM Loconte for the update.

COMMENTS FROM THE COUNTY MANAGER

County Manager Gailey shared that the allocation from the state that was accepted at the special meeting on May 7th has been finalized. He explained that of the anticipated amount of \$740,000, \$420,000 would be allocated to the MAT program and \$320,000 would be allocated to capital expenditures. Cumberland County's final allocation is \$789,000 and an additional \$49,000 will be allocated to capital for a revised total of \$369,000.

COMMENTS FROM THE COUNTY COMMISSIONERS

Vice Chair Tyler recognized GM Loconte for his successful management of the Cross Insurance Arena.

Commissioner Gorden expressed concern about the limited availability of medical training opportunities for EMT certification.

Next Meeting: Monday, June 15, 2026

EXECUTIVE SESSION

[26-057](#)

The County Commissioners will go into Executive Session in accordance with 1 M.R.S.A. Section 405 (6) (A) for the review of the County Manager's contract and 1 M.R.S.A. Section 405 (6) (C) for discussions of acquisition and disposal of real property.

Time into Executive Session: 6:38 pm.

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

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

No: 0

Time out of Executive Session: 7:46 pm.

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

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

No: 0

ADJOURNMENT

At 7:48 p.m. a motion was made by Stephen Gorden, seconded by Jean-Marie Caterina, to ADJOURN the meeting. The motion carried by a unanimous vote.

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-058

Agenda Date: 6/15/2026

Agenda #:

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

Approve Sheriff's Office Commissions May 1st, 2026 through May 31st, 2026

Approve Sheriff's Office Commissions May 1st, 2026 through May 31st, 2026
See attached list.



Cumberland County Sheriff's Office

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

36 COUNTY WAY, PORTLAND, ME 04102

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

TO: CUMBERLAND COUNTY COMMISSIONERS

FROM: SHERIFF KEVIN JOYCE *KJJ*

DATE: JUNE 4, 2026

SUBJECT: SHERIFF'S OFFICE COMMISSIONS MAY 1ST, 2026 – MAY 31ST, 2026

Agency

Officer

CCSO

Keith Cook
 Warren Day
 Donald Foss
 Ashley Hall
 Bob Mailman
 Dennis Mailman
 Heath Mains
 Tanner Mann
 Marc Marion
 Rafael Mendoza
 Brandon Pelton
 Erik Richard
 Eric Sanborn
 Ben Schaeffer
 Nathan Therriault
 Marc Yankowsky

Scarborough PD

Lauren Bartlett
 Andrew Flynn
 Taylor Owen

Westbrook PD

Brett Morava
 Sean Hartman
 Candace Rankin

Windham PD

Lee Maher



Position Paper

File #: 26-059

Agenda Date: 6/15/2026

Agenda #:

Agenda Item Request

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

Background and Purpose of Request

The town of Naples would receive forty-hours (40) of Law Enforcement service from the Sheriff's Office starting June 17, 2026 and ending September 7, 2026.

Requestor

Kerry Joyce, Patrol Division

Presentation

No

Funding Amount and Source

\$46,853.77

Effective Date if Applicable

June 17, 2026 - September 7, 2026

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

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	5/19/26
SUBJECT:	Sheriff Law Enforcement Summer Contract Naples

Requested Action:

Approve the \$46,853.77 Summer Police Service contract with the town of Naples.

Background & Purpose of Request:

The town of Naples would receive forty-hours (40) of Law Enforcement service from the Sheriff's Office starting June 17, 2026 and ending on September 7, 2026.

Funding Amount and Source:

Credit received.

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

- Naples Contract for Summer LE Services

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

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

NAPLES – PATROL

06/17/2026 to 09/07/2026

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

This Contract, effective June 17, 2026, is made by and between the Inhabitants of the Town of Naples, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), the County of Cumberland, Maine (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a County Officer elected per the Constitution of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the town limits of Naples, Cumberland County, Maine.

W I T N E S S E T H:

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

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

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

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

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

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

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

hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

ARTICLE 1 – DEFINITIONS

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

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

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

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

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

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services.

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

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

1. The SHERIFF shall at all times provide to the Town the equivalent of **ONE (1)** full time deputy sheriffs all of whom are certified law enforcement officers by the Maine Criminal Justice Academy.

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

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

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

- a. Traffic Crash Investigations/Reconstruction;
- b. Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations, and Collection of Evidence);
- c. Prisoner and Jail Services;
- d. Records Retention;
- e. Civil Service Officers;
- f. Patrol and Detection Canine Support;
- g. Emergency Services Unit (ESU);
- h. Law Enforcement Training Section;
- i. Task Force Personnel;
- j. Crime Prevention;
- k. Police Service Activities and Volunteers;
- l. Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victims);
- m. Dive Team;
- n. Administrative Investigations (Internal Affairs) for the Cumberland County Sheriff's Office;
- o. Any other such units or services as the Cumberland County Sheriff's Office may provide normally.

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

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

G. Vehicles, Supplies, Equipment and Office Furniture:

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

the exterior the indicia of both the Cumberland County Sheriff's Office and the Town of Naples. All other vehicular markings, decals, bumper stickers, slogans, etc. are expressly prohibited without approval from the TOWN. The TOWN agrees that all equipment used by the deputies will be issued through the SHERIFF's office for assignment. The TOWN agrees that all requests made by the deputies to the TOWN pertaining to equipment, schooling, work schedule, etc. will be referred to the administrators of the SHERIFF's Office for approval.

2. The COUNTY agrees to maintain vehicles assigned to the TOWN under this Contract consistent with the manufacturer's recommended maintenance schedule. The COUNTY shall utilize any list maintained by the TOWN for requisition of all wrecker services.
3. The COUNTY shall provide the TOWN, no later than **February 1 of each year**, with a contract cost proposal for the 12-month period beginning the following agreed upon date.
4. The deputies assigned to the TOWN shall be authorized to store their county-owned vehicles at private residences during off-duty hours at the sole discretion of the COUNTY, so long as the policy applies to all deputies. In the event that this authority is revoked by the COUNTY, all county-owned vehicles shall be stored at a single county-owned facility.
5. The COUNTY shall provide necessary office supplies and office furniture for use by contract deputies in order to fulfill assignments.
6. Any supplies and office furniture furnished or purchased by the TOWN shall remain the property of the TOWN.
7. Any supplies and office furniture furnished or purchased by COUNTY shall remain the property of COUNTY.

2.2 Administrative Responsibilities.

- A. The deputy sheriffs assigned per this Contract will perform all duties and responsibilities consistent with the Cumberland County Sheriff's Office General Orders and this Contract, under the direction of the SHERIFF.
- B. The SHERIFF or his designee shall notify the Town Administrator in a timely manner of any major/significant crimes or incidents, unusual occurrences, or emergencies that occur within the TOWN.
- C. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to the TOWN on a monthly basis by the SHERIFF.
- D. The SHERIFF shall provide to the TOWN written reports in accordance with the following schedule:

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

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

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

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

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

and provided within sixty (60) days of filing.

2.3 Processing of Evidence.

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

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment: Right of Control.

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

3.2 Assignment of Law Enforcement.

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

3.3 Sheriff's General Orders.

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

ARTICLE 4 – TOWN OF Naples RESPONSIBILITIES

4.1 Office Space.

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

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

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

4.2 Town's Ordinances.

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

ARTICLE 5 – COSTS

5.1 The total amount due for all law enforcement services for subsequent years shall be based upon the proposal submitted by the Sheriff during the TOWN's budget process to be approved by the Town Selectmen. The total amount due for all services beginning **June 17, 2026**, through **September 07, 2026**, shall be

Forty-six thousand, eight hundred fifty-three dollars and seventy-seven cents, (\$46,853.77) and spread over a 12-month period for costs incurred by the COUNTY as described in this Contract.

5.2 The TOWN shall make payment in twelve (12) equal monthly installments. The first installment shall be due **July 1, 2026**; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.

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

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

ARTICLE 6 – ADDITIONAL PERSONNEL

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

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 8 – AUDIT OF RECORDS

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

ARTICLE 9 - STANDARD OF PERFORMANCE

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

ARTICLE 10 – ARBITRATION

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

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

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

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

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

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

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

ARTICLE 11 - INDEMNITY

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

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

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

ARTICLE 12 – TERM

12.1 This Contract shall remain in full force and effect commencing **June 17, 2026, and ending September 07, 2026**, all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

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

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

ARTICLE 13 – TERMINATION

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

ARTICLE 14. - EXTENSION

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

ARTICLE 15 – TRANSITION

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

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

ARTICLE 16 – AUTHORITY TO EXECUTE AND ENFORCE

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

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

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

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

ARTICLE 17 – COMMUNICATIONS

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

ARTICLE 18 – ENTIRE AGREEMENT

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

ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

19.1 **Vehicle:** The contracting town agrees to replace all cruisers on a four year cycle or at one hundred twenty thousand accumulated miles. The mileage will be estimated at the expiration date of the contract (i.e. vehicle has 115,000 miles at the maturity date of the contract and it is expected that the cruiser will accumulate additional mileage well beyond the 120,000 miles based on previous use, the town agrees to replace the vehicle). Exceptions to the agreement would be as follows: if the vehicle has sustained an excessive unsafe amount of damage which would bring the vehicles safety and the safety of the operator into question or if the need for vehicle replacement occurs within ninety (90) days of

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

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

List of required equipment:

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

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

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY: _____

COUNTY MANAGER
JAMES H. GAILEY

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

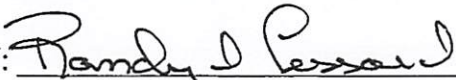
BY: 

SHERIFF
KEVIN J. JOYCE

DATE: 5/19/26

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: INHABITANTS OF THE
TOWN OF NAPLES

BY: 
Town Manager

DATE: 5/18/26

Position Paper

File #: 26-060

Agenda Date: 6/15/2026

Agenda #:

Agenda Item Request

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

Background and Purpose of Request

The town of Chebeague Island would receive forty-hours (40) of Law Enforcement service from the Sheriff's Office starting May 20, 2026 and ending September 6, 2026.

Requestor

Kerry Joyce, Patrol Division

Presentation

No

Funding Amount and Source

\$42,042.00

Effective Date if Applicable

May 20, 2026- September 6, 2026

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

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	5/21/26
SUBJECT:	Sheriff Law Enforcement Contract Chebeague Island

Requested Action:

Approve the \$42,042.00 Summer Police Service contract with the town of Chebeague Island.

Background & Purpose of Request:

The town of Chebeague Island would receive forty-hours (40) of Law Enforcement service from the Sheriff's Office starting May 20, 2026 and ending on September 6, 2026.

Funding Amount and Source:

Credit received.

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

- Chebeague Island Contract for Summer LE Services

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

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

CHEBEAGUE ISLAND – PATROL

05/20/2026 to 09/06/2026

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

This Contract, effective May 20, 2026, is made by and between the Inhabitants of the Town of Chebeague Island, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), the County of Cumberland, Maine (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a County Officer elected per the Constitution of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the town limits of Chebeague Island, Cumberland County, Maine.

W I T N E S S E T H:

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

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

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

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

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

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

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

hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

ARTICLE 1 – DEFINITIONS

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

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

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

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

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

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services.

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

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

1. The SHERIFF shall at all times provide to the Town the equivalent of **One (1)** full time deputy sheriffs all of whom are certified law enforcement officers by the Maine Criminal Justice Academy.

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

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

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

- a. Traffic Crash Investigations/Reconstruction;
- a. Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations, and Collection of Evidence);
- b. Prisoner and Jail Services;
- c. Records Retention;
- d. Civil Service Officers;
- e. Patrol and Detection Canine Support;
- f. Emergency Services Unit (ESU);
- g. Law Enforcement Training Section;
- h. Task Force Personnel;
- i. Crime Prevention;
- j. Police Service Activities and Volunteers;
- k. Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victims);
- l. Dive Team;
- m. Administrative Investigations (Internal Affairs) for the Cumberland County Sheriff's Office;
- n. Any other such units or services as the Cumberland County Sheriff's Office may provide normally.

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

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

G. Vehicles, Supplies, Equipment and Office Furniture:

- 1. The COUNTY shall provide marked patrol units for performance of the

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

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

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

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

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

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

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

2.2 Administrative Responsibilities.

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

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

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

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

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

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

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

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

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

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

2.3 Processing of Evidence.

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

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment: Right of Control.

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

3.2 Assignment of Law Enforcement.

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

3.3 Sheriff's General Orders.

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

ARTICLE 4 – TOWN OF CHEBEAGUE ISLAND RESPONSIBILITIES

4.1 Office Space.

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

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

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

4.2 Town's Ordinances.

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

ARTICLE 5 – COSTS

5.1 The total amount due for all law enforcement services for subsequent years shall be based upon the proposal submitted by the Sheriff during the TOWN's budget process to be approved by the Town Selectmen. The total amount due for all services beginning **May 20, 2026**, through **September 6, 2026**, shall be

Forty-two thousand, forty-two dollars and zero cents, (\$42,042.00) and spread over a 12-month period for costs incurred by the COUNTY as described in this Contract.

5.2 The TOWN shall make payment in twelve (12) equal monthly installments. The first installment shall be due **June 1, 2026**; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.

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

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

ARTICLE 6 – ADDITIONAL PERSONNEL

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

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 8 – AUDIT OF RECORDS

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

ARTICLE 9 - STANDARD OF PERFORMANCE

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

ARTICLE 10 – ARBITRATION

10.1 In the event of a dispute between parties, either party may request arbitration to resolve such disputes and may refer the disputed matter to an arbitration panel. Such election for arbitration shall be conclusively evidenced by the filing of a written demand for the arbitration with the opposing party. This demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen,

and in no event shall it be made when the institution of legal or equitable proceedings based on such claims, dispute, or other matter in question would be barred by the applicable statute of limitations. A written demand for arbitration shall also set forth the name of the complaining party's representative to the arbitration panel, as defined below.

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

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

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

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

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

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

ARTICLE 11 - INDEMNITY

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

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

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

ARTICLE 12 – TERM

12.1 This Contract shall remain in full force and effect commencing **May 20, 2026, and ending September 6, 2026**, all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

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

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

ARTICLE 13 – TERMINATION

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

ARTICLE 14. - EXTENSION

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

ARTICLE 15 – TRANSITION

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

15.2 In the event of termination or upon expiration of this Contract, the TOWN shall

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

ARTICLE 16 – AUTHORITY TO EXECUTE AND ENFORCE

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

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

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

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

ARTICLE 17 – COMMUNICATIONS

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

ARTICLE 18 – ENTIRE AGREEMENT

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

ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

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

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

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

List of required equipment:

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

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

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY: _____

COUNTY MANAGER
JAMES H. GAILEY

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY:  _____

SHERIFF
KEVIN J. JOYCE

DATE: 5/21/20

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: INHABITANTS OF THE
TOWN OF CHEBEAGUE ISLAND

BY:  _____
Town Administrator

DATE: May, 20, 2026

Position Paper

File #: 26-061

Agenda Date: 6/15/2026

Agenda Item Request

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

Background and Purpose of Request

The below Towns have submitted a signed contract for GA services from July 1, 2026 - June 30, 2029. Upon Commissioner authorization, the County Manager will sign the contract and deliver a fully signed document to the Towns.

Town of Falmouth

Town of Gray

Town of North Yarmouth

Town of Casco

Town of Baldwin

**CUMBERLAND COUNTY CONTRACT FOR
GENERAL ASSISTANCE ADMINISTRATIVE SERVICES**

July 1, 2026 to June 30, 2029

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

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

WITNESSETH:

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

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

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

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

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

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

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

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

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

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

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

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

ARTICLE 2 – LEVELS OF SERVICE

General Assistance Administration Services

1. The COUNTY shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional general assistance administration services within and throughout the TOWN to the extent and in the manner herein described.
2. The COUNTY shall assign personnel to provide the level of administrative services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto. These services will include, but not be limited to:
 - A. The COUNTY will be designated to administer the TOWN's General Assistance Program.
 - B. The Social Service Coordinator will be supervised bi-weekly by the County Manager to assure the General Assistance Program is administered in compliance with the TOWN's General Assistance Ordinance, rules and regulations.
 - C. The Social Service Coordinator will file all appropriate reports with the state and TOWN officials who have ultimate authority over responsibility for the administration of the program.
 - D. Quarterly reviews of the Social Service Coordinator's performance will be conducted between the TOWN and COUNTY.
 - E. TOWNS may opt in-office or remote casework from Social Service Coordinator. The TOWN shall inform the COUNTY of the number of set hours per week the TOWN would like designated office hours.
 - F. Initially, the TOWN and the COUNTY will have cross-trained staff to back up the Social Service Coordinator during times of sickness or vacation.

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

ARTICLE 3 – OTHER RESPONSIBILITIES

Right of Control

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

ARTICLE 4 – TOWN RESPONSIBILITIES

Office Space

1. The TOWN has the option of designating office space within town offices or authorize the COUNTY to remotely administer the casework.
2. If the TOWN opts for on-site staffing of the General Assistance program, the TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control, alarm services, and janitorial services, the facility designated as the Town Office. The COUNTY shall maintain its workspace in the Town Office in a clean condition, free from debris, with normal use excepted. In the event the COUNTY, its employees, or appointees destroy, deface, damage, impair, or remove any part of the Town Office, the COUNTY will be responsible, to the extent permitted by law, for repairing or replacing such property.
3. Future space planning shall be coordinated with the COUNTY and the TOWN.
4. The use and occupancy by the COUNTY of the Town Office shall include the use in common with others entitled thereto of the automobile parking areas, driveways,

pathways, entrance ways, means of ingress and egress easements, loading and unloading facilities, and other facilities as may be designated from time to time by the TOWN and are subject to the terms and conditions of this Contract.

TOWN's Ordinances

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

ARTICLE 5 – TERM

1. This Contract shall remain in full force and effect commencing July 1, 2026 to June 30, 2029 all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.
2. The terms and conditions of this Contract are contingent upon the approval of the COUNTY Manager.
3. The contract is subject to annual funding appropriated by the TOWN's legislative body or by town meeting.
4. This Agreement shall automatically renew for one additional 3-year term unless either party provides written notification to the other no later than January 1st of its intent to terminate the contract at the conclusion of that contract year.

ARTICLE 6 – COSTS

1. The total amount due for all General Assistance Administration services for subsequent years shall be based upon the proposal submitted by the COUNTY during the TOWN's budget process to be approved by the Town Council and/or Town Meeting. The total amount due for all services shall be based on the following three-year schedule:
 - A. The TOWN's contract will be based on a minimum of four hours per month. A FY27 fee of \$3,655.81. If services exceed the four hours per month, or services are required on weekends/after hours, those additional hours will be assessed at \$70.00 per hour. The TOWN may, upon written request to the COUNTY, increase hours of service based upon need. Billing will be sent out on a quarterly basis.
 - B. The Town will be responsible for the \$750.00 annual Welpac software subscription.

- C. The TOWN will be responsible for interpreter and mileage reimbursement for home visits if this is required in the administration of the Program. Mileage will be based on the IRS prevailing rate at the time.
- D. Written notification of annual changes in cost or other provisions of the Agreement must be submitted to the TOWN in writing no later than December 1st of each year. If TOWN wishes to explore alternative General Assistance Administrative services, said TOWN shall notify the COUNTY no later than January 1st of its intent to terminate the contract at the conclusion of the current contract year.
- E. Prior to the additional 3-year term, both parties shall meet to discuss contract increases over the life of the contract.
- F. The TOWN shall make an annual payment for minimum services as described in (A) above. Additional services rendered, shall be invoiced monthly to the TOWN.
- G. The COUNTY agrees that the staff providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.
- H. The COUNTY reserves the opportunity to meet with TOWN to discuss staffing levels needed for the program and to pass along costs associated with increased staff to TOWN on a pro-rated shared basis across all member communities.

The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein, except in the event that the General Assistance Administrator requires independent legal counsel or professional representation in the performance of any of the services provided. The costs associated with such legal counsel or professional representation shall be in addition to the consideration set forth above and shall be borne solely by the TOWN.

ARTICLE 8 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 9 – AUDIT OF RECORDS

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

ARTICLE 10 - STANDARD OF PERFORMANCE

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

ARTICLE 11 – INDEMNITY

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

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

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

ARTICLE 12 – TERMINATION

This contract shall expire on June 30, 2029. The Agreement shall automatically renew for one additional 3-year term unless either party provides written notification to the other no later than January 1st, of a given year, of its intent to terminate the contract at the conclusion of that contract year.

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

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

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

ARTICLE 13 – TRANSITION

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

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

ARTICLE 14 – AUTHORITY TO EXECUTE AND ENFORCE

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

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

The Town Manager, as duly authorized by the Town Council, by his/her/they execution hereof, does represent to the County Manager that he/she/they has full power and authority to make and execute this Contract on behalf of the TOWN. Notwithstanding this provision,

the COUNTY agrees and acknowledges that this Contract may be terminated pursuant to Article 12.

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

ARTICLE 15 – ENTIRE AGREEMENT

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: _____

COUNTY MANAGER

DATE: _____

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN OF FALMOUTH

BY: *mtlcr*

TOWN MANAGER

DATE: *May 21, 2026*

**CUMBERLAND COUNTY CONTRACT FOR
GENERAL ASSISTANCE ADMINISTRATIVE SERVICES**

July 1, 2026 to June 30, 2029

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

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

W I T N E S S E T H:

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

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

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

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

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

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

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

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

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

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

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

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

ARTICLE 2 – LEVELS OF SERVICE

General Assistance Administration Services

1. The COUNTY shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional general assistance administration services within and throughout the TOWN to the extent and in the manner herein described.
2. The COUNTY shall assign personnel to provide the level of administrative services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto. These services will include, but not be limited to:
 - A. The COUNTY will be designated to administer the TOWN's General Assistance Program.
 - B. The Social Service Coordinator will be supervised bi-weekly by the County Manager to assure the General Assistance Program is administered in compliance with the TOWN's General Assistance Ordinance, rules and regulations.
 - C. The Social Service Coordinator will file all appropriate reports with the state and TOWN officials who have ultimate authority over responsibility for the administration of the program.
 - D. Quarterly reviews of the Social Service Coordinator's performance will be conducted between the TOWN and COUNTY.
 - E. TOWNS may opt in-office or remote casework from Social Service Coordinator. The TOWN shall inform the COUNTY of the number of set hours per week the TOWN would like designated office hours.
 - F. Initially, the TOWN and the COUNTY will have cross-trained staff to back up the Social Service Coordinator during times of sickness or vacation.

- G. First response for emergency after hour and weekend assistance will be provided as follows: clients will be notified to call the emergency on-call number 207-632-2240. The emergency on-call staff person will determine if it is an emergency, and make the appropriate decision whether to assist immediately, or to have the client schedule an appoint with the town Social Service Coordinator. The TOWN will be billed for the provision of the afterhours assistance in the amount of \$70.00 per hour prorated by fifteen-minute increments.
- H. If the TOWN or COUNTY needs to increase or decrease the contracted hours, the contract may be renegotiated.

ARTICLE 3 – OTHER RESPONSIBILITIES

Right of Control

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

ARTICLE 4 – TOWN RESPONSIBILITIES

Office Space

1. The TOWN has the option of designating office space within town offices or authorize the COUNTY to remotely administer the casework.
2. If the TOWN opts for on-site staffing of the General Assistance program, the TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control, alarm services, and janitorial services, the facility designated as the Town Office. The COUNTY shall maintain its workspace in the Town Office in a clean condition, free from debris, with normal use excepted. In the event the COUNTY, its employees, or appointees destroy, deface, damage, impair, or remove any part of the Town Office, the COUNTY will be responsible, to the extent permitted by law, for repairing or replacing such property.
3. Future space planning shall be coordinated with the COUNTY and the TOWN.
4. The use and occupancy by the COUNTY of the Town Office shall include the use in common with others entitled thereto of the automobile parking areas, driveways,

pathways, entrance ways, means of ingress and egress easements, loading and unloading facilities, and other facilities as may be designated from time to time by the TOWN and are subject to the terms and conditions of this Contract.

TOWN's Ordinances

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

ARTICLE 5 – TERM

1. This Contract shall remain in full force and effect commencing July 1, 2026 to June 30, 2029 all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.
2. The terms and conditions of this Contract are contingent upon the approval of the COUNTY Manager.
3. The contract is subject to annual funding appropriated by the TOWN's legislative body or by town meeting.
4. This Agreement shall automatically renew for one additional 3-year term unless either party provides written notification to the other no later than January 1st of its intent to terminate the contract at the conclusion of that contract year.

ARTICLE 6 – COSTS

1. The total amount due for all General Assistance Administration services for subsequent years shall be based upon the proposal submitted by the COUNTY during the TOWN's budget process to be approved by the Town Council and/or Town Meeting. The total amount due for all services shall be based on the following three-year schedule:
 - A. The TOWN's contract will be based on a minimum of three hours per week. An FY27 fee of \$11,406.12. If services exceed the three hours per week, or services are required on weekends/after hours, those additional hours will be assessed at \$70.00 per hour. The TOWN may, upon written request to the COUNTY, increase hours of service based upon need. Billing will be sent out on a quarterly basis.
 - B. The Town will be responsible for the \$750.00 annual Welpac software subscription.
 - C. The TOWN will be responsible for interpreter and mileage reimbursement for home visits if this is required in the administration of the Program. Mileage will be based on the IRS prevailing rate at the time.

- D. Written notification of annual changes in cost or other provisions of the Agreement must be submitted to the TOWN in writing no later than December 1st of each year. If TOWN wishes to explore alternative General Assistance Administrative services, said TOWN shall notify the COUNTY no later than January 1st of its intent to terminate the contract at the conclusion of the current contract year.
- E. Prior to the additional 3-year term, both parties shall meet to discuss contract increases over the life of the contract.
- F. The TOWN shall make an annual payment for minimum services as described in (A) above. Additional services rendered, shall be invoiced monthly to the TOWN.
- G. The COUNTY agrees that the staff providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.
- H. The COUNTY reserves the opportunity to meet with TOWN to discuss staffing levels needed for the program and to pass along costs associated with increased staff to TOWN on a pro-rated shared basis across all member communities.

The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein, except in the event that the General Assistance Administrator requires independent legal counsel or professional representation in the performance of any of the services provided. The costs associated with such legal counsel or professional representation shall be in addition to the consideration set forth above and shall be borne solely by the TOWN.

ARTICLE 8 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 9 – AUDIT OF RECORDS

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

ARTICLE 10 - STANDARD OF PERFORMANCE

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

ARTICLE 11 – INDEMNITY

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

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

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

ARTICLE 12 – TERMINATION

This contract shall expire on June 30, 2029. The Agreement shall automatically renew for one additional 3-year term unless either party provides written notification to the other no later than January 1st, of a given year, of its intent to terminate the contract at the conclusion of that contract year.

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

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

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

ARTICLE 13 – TRANSITION

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

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

ARTICLE 14 – AUTHORITY TO EXECUTE AND ENFORCE

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

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

The Town Manager, as duly authorized by the Town Council, by his/her/they execution hereof, does represent to the County Manager that he/she/they has full power and authority to make and execute this Contract on behalf of the TOWN. Notwithstanding this provision, the COUNTY agrees and acknowledges that this Contract may be terminated pursuant to Article 12.

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

ARTICLE 15 – ENTIRE AGREEMENT

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: _____

COUNTY MANAGER

DATE: _____

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN OF CASCO

BY: Anty W

TOWN MANAGER

DATE: June 3, 2026

**CUMBERLAND COUNTY CONTRACT FOR
GENERAL ASSISTANCE ADMINISTRATIVE SERVICES**

July 1, 2026 to June 30, 2029

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

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

WITNESSETH:

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

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

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

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

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

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

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

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

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

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

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

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

ARTICLE 2 – LEVELS OF SERVICE

General Assistance Administration Services

1. The COUNTY shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional general assistance administration services within and throughout the TOWN to the extent and in the manner herein described.
2. The COUNTY shall assign personnel to provide the level of administrative services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto. These services will include, but not be limited to:
 - A. The COUNTY will be designated to administer the TOWN's General Assistance Program.
 - B. The Social Service Coordinator will be supervised bi-weekly by the County Manager to assure the General Assistance Program is administered in compliance with the TOWN's General Assistance Ordinance, rules and regulations.
 - C. The Social Service Coordinator will file all appropriate reports with the state and TOWN officials who have ultimate authority over responsibility for the administration of the program.
 - D. Quarterly reviews of the Social Service Coordinator's performance will be conducted between the TOWN and COUNTY.
 - E. TOWNS may opt in-office or remote casework from Social Service Coordinator. The TOWN shall inform the COUNTY of the number of set hours per week the TOWN would like designated office hours.
 - F. Initially, the TOWN and the COUNTY will have cross-trained staff to back up the Social Service Coordinator during times of sickness or vacation.

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

ARTICLE 3 – OTHER RESPONSIBILITIES

Right of Control

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

ARTICLE 4 – TOWN RESPONSIBILITIES

Office Space

1. The TOWN has the option of designating office space within town offices or authorize the COUNTY to remotely administer the casework.
2. If the TOWN opts for on-site staffing of the General Assistance program, the TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control, alarm services, and janitorial services, the facility designated as the Town Office. The COUNTY shall maintain its workspace in the Town Office in a clean condition, free from debris, with normal use excepted. In the event the COUNTY, its employees, or appointees destroy, deface, damage, impair, or remove any part of the Town Office, the COUNTY will be responsible, to the extent permitted by law, for repairing or replacing such property.
3. Future space planning shall be coordinated with the COUNTY and the TOWN.
4. The use and occupancy by the COUNTY of the Town Office shall include the use in common with others entitled thereto of the automobile parking areas, driveways, pathways,

entrance ways, means of ingress and egress easements, loading and unloading facilities, and other facilities as may be designated from time to time by the TOWN and are subject to the terms and conditions of this Contract.

TOWN's Ordinances

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

ARTICLE 5 – TERM

1. This Contract shall remain in full force and effect commencing July 1, 2026 to June 30, 2029 all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.
2. The terms and conditions of this Contract are contingent upon the approval of the COUNTY Manager.
3. The contract is subject to annual funding appropriated by the TOWN's legislative body or by town meeting.
4. This Agreement shall automatically renew for one additional 3-year term unless either party provides written notification to the other no later than January 1st of its intent to terminate the contract at the conclusion of that contract year.

ARTICLE 6 – COSTS

1. The total amount due for all General Assistance Administration services for subsequent years shall be based upon the proposal submitted by the COUNTY during the TOWN's budget process to be approved by the Town Council and/or Town Meeting. The total amount due for all services shall be based on the following three-year schedule:
 - A. The TOWN's contract will be based on a minimum of one hour per week. A FY27 fee of \$3,655.81. If services exceed the one hour per week, or services are required on weekends/after hours, those additional hours will be assessed at \$70.00 per hour. The TOWN may, upon written request to the COUNTY, increase hours of service based upon need. Billing will be sent out on a quarterly basis.
 - B. The Town will be responsible for the \$750.00 annual Welpac software subscription starting July 1, 2027.

- C. The TOWN will be responsible for interpreter and mileage reimbursement for community visits if this is required in the administration of the Program. Mileage will be based on the IRS prevailing rate at the time.
- D. Written notification of annual changes in cost or other provisions of the Agreement must be submitted to the TOWN in writing no later than December 1st of each year. If TOWN wishes to explore alternative General Assistance Administrative services, said TOWN shall notify the COUNTY no later than January 1st of its intent to terminate the contract at the conclusion of the current contract year.
- E. Prior to the additional 3-year term, both parties shall meet to discuss contract increases over the life of the contract.
- F. The TOWN shall make an annual payment for minimum services as described in (A) above. Additional services rendered, shall be invoiced monthly to the TOWN.
- G. The COUNTY agrees that the staff providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.
- H. The COUNTY reserves the opportunity to meet with TOWN to discuss staffing levels needed for the program and to pass along costs associated with increased staff to TOWN on a pro-rated shared basis across all member communities.

The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein, except in the event that the General Assistance Administrator requires independent legal counsel or professional representation in the performance of any of the services provided. The costs associated with such legal counsel or professional representation shall be in addition to the consideration set forth above and shall be borne solely by the TOWN.

ARTICLE 8 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 9 – AUDIT OF RECORDS

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

ARTICLE 10 - STANDARD OF PERFORMANCE

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

ARTICLE 11 – INDEMNITY

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

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

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

ARTICLE 12 – TERMINATION

This contract shall expire on June 30, 2029. The Agreement shall automatically renew for one additional 3-year term unless either party provides written notification to the other no later than January 1st, of a given year, of its intent to terminate the contract at the conclusion of that contract year.

The TOWN or the COUNTY may terminate this Contract with cause throughout the term of this Contract upon written notice to the other party of this Contract; provided, however, that termination shall not be effective until after receipt of a ninety (90) day written notice of such

termination. Cause shall be considered as (i) any material breach of the terms of this agreement or (ii) a determination by a court of competent jurisdiction that this Contract or the method of adoption violated the TOWN's Charter or any applicable Maine law. The notice of termination shall state the cause therein.

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

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

ARTICLE 13 – TRANSITION

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

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

ARTICLE 14 – AUTHORITY TO EXECUTE AND ENFORCE

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

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

The Town Manager, as duly authorized by the Town Council, by his/her/they execution hereof, does represent to the County Manager that he/she/they has full power and authority to make and execute this Contract on behalf of the TOWN. Notwithstanding this provision, the COUNTY agrees and acknowledges that this Contract may be terminated pursuant to Article 12.

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

ARTICLE 15 – ENTIRE AGREEMENT

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

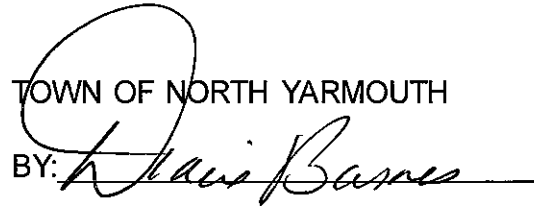
BY: _____

COUNTY MANAGER

DATE: _____

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN OF NORTH YARMOUTH

BY:  _____

TOWN MANAGER

DATE: 6/3/2026

**CUMBERLAND COUNTY CONTRACT FOR
GENERAL ASSISTANCE ADMINISTRATIVE SERVICES**

July 1, 2026 to June 30, 2029

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

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

WITNESSETH:

WHEREAS, the TOWN is requesting temporary back-up support of General Assistance Administration during those times specified by the Town, where trained employees of the Town may be out of the office for a length of time and unable to process client applications based on the time perimeters dictated by State Statute;

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

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

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

WHEREAS, the TOWN is desirous of obtaining its general assistance administration services through a contractual relationship with the COUNTY during those times that trained Town staff are unable to process client applications;

WHEREAS, the TOWN shall give the COUNTY advanced notice of at least ten business days as to when TOWN seeks COUNTY coverage so that COUNTY can review upcoming existing commitments and workload; and

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

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – LEVELS OF SERVICE

General Assistance Administration Services

1. The COUNTY shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, temporary professional general assistance administration services within and throughout the TOWN to the extent and in the manner herein described.
2. The COUNTY shall assign personnel to provide the level of administrative services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto. These services will include, but not be limited to:
 - A. The COUNTY will be designated to administer the TOWN's General Assistance Program on an as-needed basis dictated by the TOWN.
 - B. The Social Service Coordinator will be supervised by the County Manager to assure the General Assistance Program is administered in compliance with the TOWN's General Assistance Ordinance, rules and regulations.
 - C. TOWN agrees that the temporary service being delivered by COUNTY will be remote and that in-office hours will not be available under this contract.
 - D. First response for emergency after hour and weekend assistance will be provided as follows: clients will be notified to call the emergency on-call number **207-893-2810**. This will provide an afterhours voicemail instructing callers how to proceed. The emergency on-call staff person will determine if it is an emergency, and make the appropriate decision whether to assist immediately, or to have the client schedule an appointment with the TOWN Social Service Coordinator. The TOWN will be billed for afterhours assistance in the amount of \$70.00 per hour prorated by fifteen-minute increments.

ARTICLE 2 – TOWN RESPONSIBILITIES

TOWN's Ordinances

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

ARTICLE 3 – TERM

1. This Contract shall remain in full force and effect commencing July 1, 2026 to June 30, 2029 all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.
2. The terms and conditions of this Contract are contingent upon the approval of the COUNTY Manager.

ARTICLE 4 – COSTS

1. The total amount due for all General Assistance Administration services for subsequent years shall be based upon the proposal submitted by the COUNTY during the TOWN's budget process to be approved by the Town Council and/or Town Meeting. The total amount due for all services shall be based on the following schedule:
 - A. The TOWN's contract will be based on a per hour fee, based on temporary back-up oversight of the TOWN's General Assistance program. An FY27 hourly fee of \$70.00 will be assessed for work associated with TOWN clients. Billing will be sent out on a monthly basis.
 - B. The TOWN will be responsible for interpreter services and mileage reimbursement for County staff trips to TOWN for any reason. Mileage will be based on the IRS prevailing rate at the time.
 - C. Written notification of annual changes in cost or other provisions of the Agreement must be submitted to the TOWN in writing no later than December 1st of each year. The typical annual increase will be 4-6%. If TOWN wishes to explore alternative General Assistance Back-up Administrative services, said TOWN shall notify the COUNTY no later than January 1st of its intent to terminate the contract at the conclusion of the current contract year.
 - D. The TOWN shall make payment for temporary services as described in (A) above. Additional services rendered, shall be invoiced monthly to the TOWN. Additional services would include interpreter services provided by a third-party vendor hired by the COUNTY on an as-needed basis.
 - E. The COUNTY agrees that the staff providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.

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

The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein, except in the event that the General Assistance Administrator requires independent legal counsel or professional representation in the performance of any of the services provided. The costs associated with such legal counsel or professional representation shall be in addition to the consideration set forth above and shall be borne solely by the TOWN.

ARTICLE 5 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 6 - STANDARD OF PERFORMANCE

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

ARTICLE 7 – INDEMNITY

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

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

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

ARTICLE 8 – TERMINATION

This Contract shall expire on June 30, 2029.

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

Written notice required under this Article must be hand delivered and/or sent via email, assuring receipt by either party.

ARTICLE 9 – AUTHORITY TO EXECUTE AND ENFORCE

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

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

The Town Manager, as duly authorized by the Town Council, by his/her/they execution hereof, does represent to the County Manager that he/she/they has full power and authority to make and execute this Contract on behalf of the TOWN. Notwithstanding this provision, the COUNTY agrees and acknowledges that this Contract may be terminated pursuant to Article 12.

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

ARTICLE 10 – ENTIRE AGREEMENT

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: _____

COUNTY MANAGER

DATE: _____

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN OF GRAY

BY: *Sam I. Anselmi*

Town Manager (Interim)

DATE: 6/4/2026

**CUMBERLAND COUNTY CONTRACT FOR
GENERAL ASSISTANCE ADMINISTRATIVE SERVICES**

July 1, 2026 to June 30, 2029

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

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

W I T N E S S E T H:

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

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

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

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

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

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

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

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

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

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

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

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

ARTICLE 2 – LEVELS OF SERVICE

General Assistance Administration Services

1. The COUNTY shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional general assistance administration services within and throughout the TOWN to the extent and in the manner herein described.
2. The COUNTY shall assign personnel to provide the level of administrative services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto. These services will include, but not be limited to:
 - A. The COUNTY will be designated to administer the TOWN's General Assistance Program.
 - B. The Social Service Coordinator will be supervised bi-weekly by the County Manager to assure the General Assistance Program is administered in compliance with the TOWN's General Assistance Ordinance, rules and regulations.
 - C. The Social Service Coordinator will file all appropriate reports with the state and TOWN officials who have ultimate authority over responsibility for the administration of the program.
 - D. Quarterly reviews of the Social Service Coordinator's performance will be conducted between the TOWN and COUNTY.
 - E. TOWNS may opt in-office or remote casework from Social Service Coordinator. The TOWN shall inform the COUNTY of the number of set hours per week the TOWN would like designated office hours.
 - F. Initially, the TOWN and the COUNTY will have cross-trained staff to back up the Social Service Coordinator during times of sickness or vacation.

- G. First response for emergency after hour and weekend assistance will be provided as follows: clients will be notified to call the emergency on-call number 207-893-2810. The emergency on-call staff person will determine if it is an emergency, and make the appropriate decision whether to assist immediately, or to have the client schedule an appoint with the town Social Service Coordinator. The TOWN will be billed for the provision of the afterhours assistance in the amount of \$70.00 per hour prorated by half-hour increments.
- H. If the TOWN or COUNTY needs to increase or decrease the contracted hours, the contract may be renegotiated.

ARTICLE 3 – OTHER RESPONSIBILITIES

Right of Control

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

ARTICLE 4 – TOWN RESPONSIBILITIES

Office Space

1. The TOWN has the option of designating office space within town offices or authorize the COUNTY to remotely administer the casework.
2. If the TOWN opts for on-site staffing of the General Assistance program, the TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control, alarm services, and janitorial services, the facility designated as the Town Office. The COUNTY shall maintain its workspace in the Town Office in a clean condition, free from debris, with normal use excepted. In the event the COUNTY, its employees, or appointees destroy, deface, damage, impair, or remove any part of the Town Office, the COUNTY will be responsible, to the extent permitted by law, for repairing or replacing such property.
3. Future space planning shall be coordinated with the COUNTY and the TOWN.
4. The use and occupancy by the COUNTY of the Town Office shall include the use in common with others entitled thereto of the automobile parking areas, driveways,

pathways, entrance ways, means of ingress and egress easements, loading and unloading facilities, and other facilities as may be designated from time to time by the TOWN and are subject to the terms and conditions of this Contract.

TOWN's Ordinances

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

ARTICLE 5 – TERM

1. This Contract shall remain in full force and effect commencing July 1, 2026 to June 30, 2029 all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.
2. The terms and conditions of this Contract are contingent upon the approval of the COUNTY Manager.
3. The contract is subject to annual funding appropriated by the TOWN's legislative body or by town meeting.
4. This Agreement shall automatically renew for one additional 3-year term unless either party provides written notification to the other no later than January 1st of its intent to terminate the contract at the conclusion of that contract year.

ARTICLE 6 – COSTS

1. The total amount due for all General Assistance Administration services for subsequent years shall be based upon the proposal submitted by the COUNTY during the TOWN's budget process to be approved by the Town Select Board and/or Town Meeting. The total amount due for all services shall be based on the following three-year schedule:
 - A. The TOWN's contract will be based on a minimum of one hour per week. A FY27 fee of \$3,893.76. If services exceed the one hour per week, or services are required on weekends/after hours, those additional hours will be assessed at \$70.00 per hour. The TOWN may, upon written request to the COUNTY, increase hours of service based upon need. Billing will be sent out on a quarterly basis.
 - B. The TOWN will be responsible for annual subscription costs of \$750.00 for the TOWNS WELPAC software program in order to administer the TOWNS GA Program.

- C. The TOWN will be responsible for mileage reimbursement for trips to the town if this is required in the administration of the Program. Mileage will be based on the IRS prevailing rate at the time.
- D. The TOWN will be responsible for interpreter services, if needed, to communicate with a resident of the TOWN.
- E. Written notification of annual changes in cost or other provisions of the Agreement must be submitted to the TOWN in writing no later than December 1st of each year. If TOWN wishes to explore alternative General Assistance Administrative services, said TOWN shall notify the COUNTY no later than January 1st of its intent to terminate the contract at the conclusion of the current contract year.
- F. Prior to the additional 3-year term, both parties shall meet to discuss contract increases over the life of the contract.
- G. The TOWN shall make an annual payment for minimum services as described in (A) above. Additional services rendered, shall be invoiced monthly to the TOWN.
- H. The COUNTY agrees that the staff providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.
- I. The COUNTY reserves the opportunity to meet with TOWN to discuss staffing levels needed for the program and to pass along costs associated with increased staff to TOWN on a pro-rated shared basis across all member communities.

The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein, except in the event that the General Assistance Administrator requires independent legal counsel or professional representation in the performance of any of the services provided. The costs associated with such legal counsel or professional representation shall be in addition to the consideration set forth above and shall be borne solely by the TOWN.

ARTICLE 8 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 9 – AUDIT OF RECORDS

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

ARTICLE 10 - STANDARD OF PERFORMANCE

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

ARTICLE 11 – INDEMNITY

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

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

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

ARTICLE 12 – TERMINATION

This contract shall expire on June 30, 2029. The Agreement shall automatically renew for one additional 3-year term unless either party provides written notification to the other no later than January 1st, of a given year, of its intent to terminate the contract at the conclusion of that contract year.

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

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

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

ARTICLE 13 – TRANSITION

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

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

ARTICLE 14 – AUTHORITY TO EXECUTE AND ENFORCE

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

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

The Town Manager, as duly authorized by the Town Select Board, by his/her/they execution hereof, does represent to the County Manager that he/she/they has full power and authority to make and execute this Contract on behalf of the TOWN. Notwithstanding

this provision, the COUNTY agrees and acknowledges that this Contract may be terminated pursuant to Article 12.

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

ARTICLE 15 – ENTIRE AGREEMENT

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: _____

COUNTY MANAGER

DATE: _____

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN OF BALDWIN

BY: James S. Silluff

Chair: Select Board

DATE: 6-9-2026

Position Paper

File #: 26-062

Agenda Date: 6/15/2026

Agenda Item Request

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

Background and Purpose of Request

The Town of Gray has returned their signed dispatch services contract for 2026-2028. This contract was a two-year contract as County staff are attempting to move all towns receiving dispatching services on the same renewal term.

Position Paper

File #: 26-062

Agenda Date: 6/15/2026

Agenda Item Request

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

Background and Purpose of Request

The Town of Gray has returned their signed dispatch services contract for 2026-2028. This contract was a two-year contract as County staff are attempting to move all towns receiving dispatching services on the same renewal term.

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

THIS AGREEMENT, effective July 1, 2026 is entered into by and between the COUNTY OF CUMBERLAND (hereinafter referred to as “the County”) with a principal place of business at 142 Federal Street, Portland, Maine and the TOWN GRAY (hereinafter referred as “the Municipality”) with a principal place of business at 24 Main St Gray Maine 04039.

WITNESSETH

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

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

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

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

1. SERVICES

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

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

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

- (A) Access for use of the emergency alert system by authorized personnel.
- (B) Answering of all emergency and non-emergency calls for service.

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

(E) A warrant repository for participating agencies.

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

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

2. AUTHORIZATION

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

3. TERM & TERMINATION

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

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

1. By the Municipality if:

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

or

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

2. By the County if:
- a. the Municipality fails to make all payments required under the terms of this Agreement as set forth in Section 4;
 - b. the Municipality fails to abide by all CC RCC policies and procedures.
 - c. the Municipality fails to comply with the material terms of this agreement.

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

4. COSTS

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

Year 1 (July 1, 2026 to June 30, 2027): \$ 76,919.36

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

This foregoing amounts were calculated as a per capita fee based on the Municipality's population of 8,269.

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

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

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

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

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

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

5. NON-APPROPRIATION

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

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

6. ADMINISTRATION

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

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

7. EMPLOYMENT & AGENCY

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

8. PROPERTY

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

9. INDEMNITY

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

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

10. SEVERABILITY

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

11. GOVERNING LAW

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

12. ENTIRE AGREEMENT

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

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

By: _____
James H. Gailey, County Manager

Date:

By: Jan 1 Crowe
Town of GRAY Interim
It's [Select Board Chair / Manager /
Administrator]

6/2/2026

Date:

Position Paper

File #: 26-063

Agenda Date: 6/15/2026

Agenda Item Request

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

Background and Purpose of Request

The current Communications Contract between the Cumberland County and the Town of Windham expires June 30, 2026.

This contract represents a change in pricing for dispatch services. The fee's associated with the contract are based on a per capita fee based on the town's 2020 census population of 18,434. Instead of the previous three-year projected increase of 3%, the contract now provides a range of 3-5% increase, after the initial FY27 increase of 6%.

Additionally, a \$2,000.00 IT fee for the Fire Departments connection to the County's CAD Software starts on July 1, 2026. This fee is in addition to the already accessed \$15,815.15 IT fee for Police IT CAD software. The Cost section of the contract has been modified to reflect these changes.

Requestor

Melinda J Fairbrother-Dyer, Director of Regional Communications Center

Funding Amount and Source

The FY27 Dispatch Contract is increased by 6%, resulting in an annual service fee of \$508,388.85 With an additional IT fee of \$17,815.15 for IT CAD software for Fire and Police.

Effective Date

July 1, 2026

Position Paper for Agenda Item

To: Cumberland County Board of Commissioners
From: Melinda J Fairbrother-Dyer
Date: June 8, 2026
Subject: Town of Windham Dispatch Contract

Requested Action or Motion

Authorize the County Manager to sign the Dispatch Contract with the Town of Windham.

Background and Purpose of Request

The current Communications Contract between the Cumberland County and the Town of Windham expires June 30, 2026.

This contract represents a change in pricing for dispatch services. The fee's associated with the contract are based on a per capita fee based on the town's 2020 census population of 18,434. Instead of the previous three-year projected increase of 3%, the contract now provides a range of 3-5% increase, after the initial FY27 increase of 6%.

Additionally, a \$2,000.00 IT fee for the Fire Departments connection to the County's CAD Software starts on July 1, 2026. This fee is in addition to the already accessed \$15,815.15 IT fee for Police IT CAD software. The Cost section of the contract has been modified to reflect these changes.

Funding Amount and Source

The FY27 Dispatch Contract is increased by 6%, resulting in an annual service fee of \$508,388.85 With an additional IT fee of \$17,815.15 for IT CAD software for Fire and Police.

Effective Date

July 1, 2026

Attachments

- Dispatch Contract signed by the town

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

THIS AGREEMENT, effective July 1, 2026 is entered into by and between the COUNTY OF CUMBERLAND (hereinafter referred to as “the County”) with a principal place of business at 27 Northport Drive, Portland, Maine and the TOWN WINDHAM (hereinafter referred as “the Municipality”) with a principal place of business at 8 School Road, Windham, Maine.

WITNESSETH

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

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

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

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

1. SERVICES

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

The Communication Services shall be provided to appropriate service providers and agencies of the Municipality as determined by the CCRCC, including, but not limited to, Fire, Rescue, Animal Control, Marine Safety, and Public Works.

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

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

- (D) A warrant repository for participating agencies.
- (E) Access to and licenses for the use of Computer Aided Dispatch (CAD) and Record Management Systems (RMS) software and databases utilized in connection with the Communication Services outlined above.

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

2. AUTHORIZATION

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

3. TERM & TERMINATION

A. The effective date of this agreement shall be the date upon which it is executed, following the approvals required in Section 2 above. The initial term of this Agreement shall be two years from its effective date. This Agreement shall be automatically renewed following the initial two-year term without affirmative action by the parties, unless otherwise specified in the authorization of the legislative body of the Municipality, for successive one-year periods on its anniversary date, unless and until terminated by either party by providing written notice to the other party at least 180 days prior to the anniversary date. .

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

1. By the Municipality if:
 - a. the County fails to provide sufficient personnel or equipment to perform the services detailed herein;
 - b. the County discontinues the service;
 - c. the County fails to comply with the material terms of this Agreement;
 - d. the Municipality fails to appropriate the funds needed to pay the costs set forth in Section 4 of this Agreement as further outlined in Section 5 below; or
 - e. the Municipality chooses to terminate this Agreement for its own convenience. .

2. By the County if:

- a. the Municipality fails to make all payments required under the terms of this Agreement as set forth in Section 4;
- b. the Municipality fails to abide by all CC RCC policies and procedures.
- c. the Municipality fails to comply with the material terms of this agreement.

4. COSTS

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

Year 1 (July 1, 2026 to June 30, 2027): \$ 508,388.85

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

This foregoing amounts were calculated as a per capita fee based on the Municipality's population of 18,434.

Year 1 (July 1, 2026 to June 30, 2027): \$ 27.58

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

In addition to the per capita fee for the Communication Services outlined above, the Municipality agrees to pay the fees associated with the licensed use of the CAD and RMS software outlined in Section 1(F) above (the "Software Fee"). The Software Fee shall cover access to, user licenses and maintenance of the respective software at the level deemed appropriate by the County for the Communication Services being provided to the Municipality. The Software Fee for the first year of this Agreement shall be \$ 17,815.15 and shall increase by 3-5% each year of this Agreement thereafter, unless otherwise negotiated by the Parties.

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

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

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

5. NON-APPROPRIATION

The parties agree that any amounts required to be paid by the Municipality under this Agreement are payable by the Municipality from appropriation through its annual budget process and subject to the approval of its town meeting. In the event an insufficient amount to fund this Agreement for any contract year is appropriated, this Agreement may be terminated with immediate effect by the Municipality upon notice to the County. In such event, the Municipality shall certify to the County that sufficient funds have not been authorized to meet the obligations of this Agreement, and such certification shall be conclusive upon the parties.

6. ADMINISTRATION

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

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

7. EMPLOYMENT & AGENCY

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

8. PROPERTY

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

9. INDEMNITY

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

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

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

10. SEVERABILITY

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

11. GOVERNING LAW

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

12. ENTIRE AGREEMENT

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

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

By: _____
James H. Gailey, County Manager

By:  _____
Robert J. Burns, Town Manager

Date:

Date:

Position Paper

File #: 26-064

Agenda Date: 6/15/2026

Agenda Item Request

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

Background and Purpose of Request

The current Communications Contract between Cumberland County and the Town of North Yarmouth expires June 30, 2026.

This contract represents a change in pricing for dispatch services. The fee's associated with the contract are based on a per capita fee based on the town's 2020 census population of 4,072. Instead of the previous three-year projected increase of 3%, the contract now provides a range of 3-5% increase, after the initial FY27 increase of 6%.

Additionally, a \$2,000.00 IT fee for the Fire Departments connection to the County's CAD Software starts on July 1, 2026. The Cost section of the contract has been modified to reflect these changes.

Requestor

Melinda J Fairbrother-Dyer, Director of Regional Communications Center

Funding Amount and Source

The FY27 Dispatch Contract is increased by 6%, resulting in an annual service fee of \$37,878.30 With an additional IT fee of \$2,000.00 for IT CAD software for Fire.

Effective Date

July 1, 2026

Attachments

- Dispatch Contract signed by the town

Position Paper for Agenda Item

To: Cumberland County Board of Commissioners
From: Melinda J Fairbrother-Dyer
Date: June 8, 2026
Subject: Town of North Yarmouth Dispatch Contract

Requested Action or Motion

Authorize the County Manager to sign the Dispatch Contract with the Town of North Yarmouth.

Background and Purpose of Request

The current Communications Contract between Cumberland County and the Town of North Yarmouth expires June 30, 2026.

This contract represents a change in pricing for dispatch services. The fee's associated with the contract are based on a per capita fee based on the town's 2020 census population of 4,072. Instead of the previous three-year projected increase of 3%, the contract now provides a range of 3-5% increase, after the initial FY27 increase of 6%.

Additionally, a \$2,000.00 IT fee for the Fire Departments connection to the County's CAD Software starts on July 1, 2026. The Cost section of the contract has been modified to reflect these changes.

Funding Amount and Source

The FY27 Dispatch Contract is increased by 6%, resulting in an annual service fee of \$37,878.30 With an additional IT fee of \$2,000.00 for IT CAD software for Fire.

Effective Date

July 1, 2026

Attachments

- Dispatch Contract signed by the town

**AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF
NORTH YARMOUTH
"COMMUNICATION SERVICES"**

THIS AGREEMENT, effective July 1, 2026 is entered into by and between the COUNTY OF CUMBERLAND (hereinafter referred to as "the County") with a principal place of business at 142 Federal Street, Portland, Maine and the TOWN OF NORTH YARMOUTH (hereinafter referred to as "the Municipality") with a principal place of business at 10 Village Square Road North Yarmouth Maine 04097.

WITNESSETH

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

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

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

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

1. SERVICES

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

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

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

- (A) Access for use of the emergency alert system by authorized personnel.
- (B) Answering of all emergency and non-emergency calls for service.

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

(E) A warrant repository for participating agencies.

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

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

2. AUTHORIZATION

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

3. TERM & TERMINATION

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

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

1. By the Municipality if:

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

or

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

2. By the County if:

- a. the Municipality fails to make all payments required under the terms of this Agreement as set forth in Section 4;
- b. the Municipality fails to abide by all CCRCC policies and procedures.
- c. the Municipality fails to comply with the material terms of this agreement.

3. This agreement shall automatically renew for a one-year auto renewal following the initial two year term, unless either party provides written notification to the other no later than January 1st of its intent to terminate the contract at the conclusion of that contract year.

4. COSTS

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

Year 1 (July 1, 2026 to June 30, 2027): \$ 37,878.30

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

These foregoing amounts were calculated as a per capita fee based on the Municipality's population of 4,072.

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

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

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

The County shall invoice the Municipality on an annual basis and payments shall be due within 60 days of the end of the contract year. The Town may make payments of equal installments on a monthly basis, semi annual payments as long as the full amount is paid prior to the end of the contract period.

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

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

5. NON-APPROPRIATION

The parties agree that any amounts required to be paid by the Municipality under this Agreement are payable by the Municipality from appropriation through its annual budget process and subject

to the approval of its legislative body. In the event an insufficient amount to fund this Agreement for any contract year is appropriated, this Agreement may be terminated by the Municipality upon notice to the County. In such event, the Municipality shall certify to the County that sufficient funds have not been authorized to meet the obligations of this Agreement, and such certification shall be conclusive upon the parties.

6. ADMINISTRATION

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

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

7. EMPLOYMENT & AGENCY

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

8. PROPERTY

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

9. INDEMNITY

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

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

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

10. SEVERABILITY

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

11. GOVERNING LAW

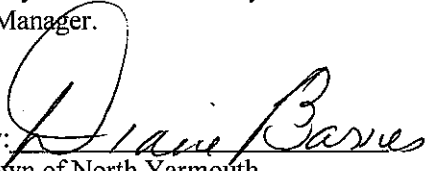
This Agreement shall be governed by the laws of the State of Maine without regard to its conflict of laws provisions. Each party irrevocably submits to the exclusive jurisdiction of the federal and state courts located in the State of Maine for the purposes of any action or proceeding arising out of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

12. ENTIRE AGREEMENT

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

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

By: _____
James H. Gailey, County Manager

By: 
Town of North Yarmouth
It's [Select Board Chair / Manager / Administrator]

_____ 5/20/2026

Date:

Date:

Position Paper

File #: 26-065

Agenda Date: 6/15/2026

Agenda #:

Agenda Item Request

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

Background and Purpose of Request

The current Communications Contract between Cumberland County and the Town of Chebeague Island expires June 30, 2026.

This contract represents a change in pricing for dispatch services. The fee's associated with the contract are based on a per capita fee based on the town's 2020 census population of 341. Instead of the previous three-year projected increase of 3%, the contract now provides a range of 3-5% increase, after the initial FY27 increase of 6%.

Additionally, a \$2,000.00 IT fee for the Fire Departments connection to the County's CAD Software starts on July 1, 2026. The Cost section of the contract has been modified to reflect these changes.

In order to give the Town of Chebeague Island the opportunity to get a three year contract annual meeting approval, the term of this contract is one year from the effective date.

Requestor

Melinda Fairbrother-Dyer, Director of Regional Communications Center

Funding Amount and Source

The FY27 Dispatch Contract is increased by 6%, resulting in an annual service fee of \$3,172.03 With an additional IT fee of \$2,000.00 for IT CAD software for Fire.

Effective Date

July 1, 2026

Attachments

- Dispatch Contract signed by the town

Position Paper for Agenda Item

To: Cumberland County Board of Commissioners
From: Melinda J Fairbrother-Dyer
Date: June 8, 2026
Subject: Town of Chebeague Island Dispatch Contract

Requested Action or Motion

Authorize the County Manager to sign the Dispatch Contract with the Town of Chebeague Island.

Background and Purpose of Request

The current Communications Contract between Cumberland County and the Town of Chebeague Island expires June 30, 2026.

This contract represents a change in pricing for dispatch services. The fee's associated with the contract are based on a per capita fee based on the town's 2020 census population of 341. Instead of the previous three-year projected increase of 3%, the contract now provides a range of 3-5% increase, after the initial FY27 increase of 6%.

Additionally, a \$2,000.00 IT fee for the Fire Departments connection to the County's CAD Software starts on July 1, 2026. The Cost section of the contract has been modified to reflect these changes.

In order to give the Town of Chebeague Island the opportunity to get a three year contract annual meeting approval, the term of this contract is one year from the effective date.

Funding Amount and Source

The FY27 Dispatch Contract is increased by 6%, resulting in an annual service fee of \$3,172.03 With an additional IT fee of \$2,000.00 for IT CAD software for Fire.

Effective Date

July 1, 2026

Attachments

- Dispatch Contract signed by the town

**AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF
CHEBEAGUE ISLAND
"COMMUNICATION SERVICES"**

THIS AGREEMENT, effective July 1, 2026 is entered into by and between the COUNTY OF CUMBERLAND (hereinafter referred to as "the County") with a principal place of business at 142 Federal Street, Portland, Maine and the TOWN CHEBEAGUE ISLAND (hereinafter referred as "the Municipality") with a principal place of business at 192 North Road, Chebeague Island, Maine.

WITNESSETH

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

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

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

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

1. SERVICES

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

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

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

- (A) Access for use of the emergency alert system by authorized personnel.
- (B) Answering of all emergency and non-emergency calls for service.

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

(E) A warrant repository for participating agencies.

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

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

2. AUTHORIZATION

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

3. TERM & TERMINATION

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

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

1. By the Municipality if:

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

or

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

2. By the County if:
 - a. the Municipality fails to make all payments required under the terms of this Agreement as set forth in Section 4;
 - b. the Municipality fails to abide by all CC RCC policies and procedures.
 - c. the Municipality fails to comply with the material terms of this agreement.

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

4. COSTS

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

Year 1 (July 1, 2026 to June 30, 2027): \$ 3,172.03
Each Year the fee will increase by 3-5% to be determined by Dec 1 of the current year.

This foregoing amounts were calculated as a per capita fee based on the Municipality's population of 341.

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

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

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

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

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

5. NON-APPROPRIATION

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

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

6. ADMINISTRATION

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

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

7. EMPLOYMENT & AGENCY

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

8. PROPERTY

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

9. INDEMNITY

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

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

10. SEVERABILITY

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

11. GOVERNING LAW

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

12. ENTIRE AGREEMENT

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

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

By: _____
James H. Gailey, County Manager

By: *Viktoria Wood*
Town of CHEBEAGUE ISLAND
It's [Select Board Chair / Manager / Administrator]

May 20, 2026

Date:

Date:

Position Paper

File #: 26-066

Agenda Date: 6/15/2026

Agenda Item Request

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

Requested Action or Motion

The Cumberland County Board of Assessment Review (BAR) and staff request that the Commissioners vote to reduce the number of members of the County BAR to 5 members.

- Motion to decrease the size of the Cumberland County Board of Assessment Review from seven (7) to five (5) members by eliminating the two (2) currently vacant seats, effective immediately.

Background and Purpose of Request

The County Commissioners may establish a county BAR of either 5 or 7 members pursuant to 36 M.R.S. § 844-M. At least one member must be a licensed real estate appraiser and other members should be generally familiar with property valuation and appraisal techniques. Finding volunteers knowledgeable in this specialized area is difficult and has resulted in chronic vacancies on the board. Reducing the number of members of the BAR will help alleviate issues the BAR has faced due to difficulties with meeting quorum requirements.

By eliminating the two vacant seats, the appointed board members currently serving on the board will remain in their positions and their terms will remain unchanged. Terms will be due to expire as follows: three members June 30, 2027; one member June 30, 2028; and one member June 30, 2029.

Requestor

James Gailey, County Manager

Effective Date if Applicable

Immediately

Position Paper for Agenda Item

To: Cumberland County Board of Commissioners
From: James Gailey
Date: June 15, 2026
Subject: Board of Assessment Review- Reduction of Members

Requested Action or Motion

The Cumberland County Board of Assessment Review (BAR) and staff request that the Commissioners vote to reduce the number of members of the County BAR to 5 members.

- Motion to decrease the size of the Cumberland County Board of Assessment Review from seven (7) to five (5) members by eliminating the two (2) currently vacant seats, effective immediately.

Background and Purpose of Request

The County Commissioners may establish a county BAR of either 5 or 7 members pursuant to 36 M.R.S. § 844-M. At least one member must be a licensed real estate appraiser and other members should be generally familiar with property valuation and appraisal techniques. Finding volunteers knowledgeable in this specialized area is difficult and has resulted in chronic vacancies on the board. Reducing the number of members of the BAR will help alleviate issues the BAR has faced due to difficulties with meeting quorum requirements.

By eliminating the two vacant seats, the appointed board members currently serving on the board will remain in their positions and their terms will remain unchanged. Terms will be due to expire as follows: 3 members June 30, 2027; one member June 30, 2028; and one member June 30, 2029.

Funding Amount and Source

N/A

Effective Date

Immediately

Position Paper

File #: 26-067

Agenda Date: 6/15/2026

Agenda Item Request

Amend the Cumberland County Administrative Regulations and Policies and repeal “Number 15: CJIS Security,” and adopt “Number 15: CJIS Security Policy” to replace the former policy.

Requested Action or Motion

Motion to repeal “#15: CJIS Security,” in the Cumberland County *Administrative Regulations & Policies* and enact “#15: CJIS Security Policy” to replace the former policy in the *Administrative Regulations & Policies*.

Background and Purpose of Request

Staff recommend repealing the County’s current Criminal Justice Information Services (CJIS) Security Policy and replacing it with the attached proposed CJIS policy.

All agencies that handle criminal records or other information in the FBI database are required to adopt a policy outlining the agency’s security protocols to protect Criminal Justice Information (CJI). The policy must be consistent with the federal CJIS security requirements. The County’s policy is intended to cover all County departments required to comply with federal CJIS requirements, including the County’s IT Department, Sheriff’s Office, and the Cumberland County Regional Communications Center.

The FBI recently updated the federal CJIS Policy (CJIS Version 6.0) to establish stronger identity and access control measures, ongoing risk assessment and monitoring requirements and expand audit and evidence expectations, among other things. The proposed changes to the County’s policy are intended to achieve compliance with these requirements. The new structure of the proposed policy is designed to mirror the sections of the federal policy, making it easier to assess compliance with federal requirements.

Requestor

James Gailey, County Manager

Funding Amount and Source

N/A

Effective Date

Immediately

Attachments

- Draft #15: CIS Security Policy

Position Paper for Agenda Item

To: Cumberland County Board of Commissioners

From: James Gailey

Date: June 15, 2026

Subject: Repeal and Replace the County's Criminal Justice Information Security (CJIS) Policy

Requested Action or Motion

Motion to repeal "#15: CJIS Security," in the Cumberland County *Administrative Regulations & Policies* and enact "#15: CJIS Security Policy" to replace the former policy in the *Administrative Regulations & Policies*.

Background and Purpose of Request

Staff recommend repealing the County's current Criminal Justice Information Services (CJIS) Security Policy and replacing it with the attached proposed CJIS policy.

All agencies that handle criminal records or other information in the FBI database are required to adopt a policy outlining the agency's security protocols to protect Criminal Justice Information (CJI). The policy must be consistent with the federal CJIS security requirements. The County's policy is intended to cover all County departments required to comply with federal CJIS requirements, including the County's IT Department, Sheriff's Office, and the Cumberland County Regional Communications Center.

The FBI recently updated the federal CJIS Policy (CJIS Version 6.0) to establish stronger identity and access control measures, ongoing risk assessment and monitoring requirements and expand audit and evidence expectations, among other things. The proposed changes to the County's policy are intended to achieve compliance with these requirements. The new structure of the proposed policy is designed to mirror the sections of the federal policy, making it easier to assess compliance with federal requirements.

Funding Amount and Source

N/A

Effective Date

Immediately

Attachments

- Draft #15: CIS Security Policy

#15: CJIS Security Policy

I. PURPOSE

The purpose of this Policy is to ensure the security, confidentiality, integrity, and availability Criminal Justice Information (CJI), accessed, processed, stored, or transmitted by Cumberland County systems. This Policy establishes requirements in accordance with the FBI Criminal Justice Information Services (CJIS) Security Policy, Maine Electronic Telecommunications & Routing Operations (METRO) Manual, and other applicable state and federal regulations and policies.

This Policy applies to all County-owned or managed information systems and all physical locations where CJI is accessed or stored. All Cumberland County officials, employees, contractors, vendors, and partners with access to CJIS information in Cumberland County information systems and physical locations, shall abide by the policies and procedures set forth in this Policy, the Maine METRO manual and the federal CJIS Security Policy.

II. DEFINITIONS

AIU – Access Integrity Unit, division of the Maine State Police which provides access, support and training of the METRO, NLETS, and NCIC systems.

CJI- Criminal Justice Information, the data necessary for criminal justice agencies to perform their mission and enforce the laws.

CJIS – Criminal Justice Information Services, division of the FBI which provides access to National Crime Information Center (NCIC) and other nationwide criminal justice information.

CCIS- Cumberland County Information System, any media or area owned or maintained by Cumberland County that processes, stores, or transmits CJI. CCIS includes the following:

1. Digital media: any electronic storage media, including internal hard drives, solid-state drives, external hard drives, USB flash drives, optical disks (CDs/DVDs), backup tapes, and memory cards.
2. Physical Media: any non-digital medium where CJI is recorded, including but not limited to paper printouts, microfilm, microfiche, and printer/fax ribbons.
3. Controlled Area: A space, room, or facility where access is physically or procedurally controlled to protect information and systems.

LASO – Local Area Security Officer, security liaison with the Maine State Police, CJIS Systems Agency and Information Security Officer.

METRO – ME Telecommunications and Routing Operations system, State network which facilitates the exchange of criminal justice information and messages.

TAC – Terminal Agency Coordinator, information access liaison with the AIU.

III. SECURITY AND AWARENESS TRAINING POLICY

- A. Training.** All individuals who have access to CCIS shall complete security awareness training.

- A. Training shall be completed prior to granting initial access CCIS. Training shall be completed at least annually thereafter. Training shall be provided more frequently if system changes are implemented and for individuals involved in a security event.

B. Mandatory topics for basic security awareness training include:

- A. Training on recognizing and reporting potential indicators of insider threat.
- B. Training on recognizing and reporting potential and actual instances of social engineering and social mining.
- C. Procedures for handling personally identifiable information (PII).

C. Security training shall be role-based as follows:

- A. **Individuals with Unescorted Access (Level 1)**- individuals with physical access to secure areas, but no logical access to information systems, (i.e., custodial staff and vendors) shall receive training on the following topics:
 - i. Penalties for improper access, use, dissemination of CJI.
 - ii. Reporting Security Events.
 - iii. Incident Response Training.
 - iv. System Use Notification.
 - v. Physical Access Authorizations and Controls.
 - vi. Monitoring Physical Access.
 - vii. Visitor Control.
 - viii. Personnel Sanctions.
- B. **General Users (Level 2)**- all individuals with logical access to systems processing CJI (i.e., Patrol Officers (CCSO), Dispatchers, etc.) shall receive training on the following topics:
 - i. All topics required for Level 1.
 - ii. Proper Access, Use, and Dissemination of CJI and NCIC Non-Restricted Files.
 - iii. Handling Personally Identifiable Information (PII).
 - iv. Media Protection (Storage, Access, Sanitization).
 - v. Password management and usage.
 - vi. Social Engineering and Phishing detection.
 - vii. Malicious Code Protection.
 - viii. Mobile Device Security (if applicable).
 - ix. Wireless Device Risk Mitigations.
 - x. Encryption requirements.
- C. **Privileged Users (Level 3)**- individuals with elevated permissions to use or modify information systems (i.e., account managers, supervisors) shall receive training on the following topics:

- i. All topics required for Levels 1 and 2.
 - ii. Access Control Mechanisms.
 - iii. System and Communications Protection.
 - iv. Patch Management.
 - v. Audit trail responsibilities.
 - vi. Backup and storage procedures (centralized/decentralized).
 - vii. Most recent changes to the CJIS Security Policy.
- D. **Security Managers (Level 4)**- individuals responsible for security management of County information systems and personnel (i.e., LASO, TAC, IT Director, etc.) shall receive training on the following topics:
- i. All topics required for Levels 1, 2, and 3.
 - ii. Local Agency Security Officer (LASO) Role responsibilities.
 - iii. Authorized Recipient Security Officer Role.
 - iv. Applicable State/Federal agency roles.
- D. Documentation of current security awareness training for all personnel must will be kept on file for a minimum of three (3) years. Records must include the name of the trainee, date of training, content/type of training provided, and verification of completion.

IV. INCIDENT RESPONSE

A. Incident Response Plan

- a. The County IT Director shall develop, document, and disseminate the County's Incident Response Plan (IRP) and its supporting procedures to all personnel with incident response responsibilities. The IRP shall define reportable incidents and provide a roadmap for response, including preparation, detection, containment, eradication, and recovery procedures.
- b. Individuals subject to this Policy are required to report any suspected incident involving CJI or CCIS to the IT HelpDesk immediately- not to exceed one (1) hour.
 - 1. A "suspected incident" includes, but is not limited to: receipt of a suspicious email (phishing); a virus or malware alert on a workstation; unusual system behavior or pop-up messages; loss or theft of any County-issued device (laptop, phone) or media (USB drive); any unauthorized access to a file, system, or secure area.
 - 2. Any confirmed security incident will be reported to the AIU.
- c. The IRP shall be protected for unauthorized disclosure, reviewed, annual, and updated following any significant incident.

B. Incident Response Training

- a. Any individual with access to CJI shall obtain role-based Incident Response Training as discussed in the Training Section of this Policy.

C. Testing

- a. The IRP shall be tested at least every two years (i.e., via table top exercise or simulations) to determine its effectiveness and the County's readiness.
- b. Testing shall be coordinated with other related plans (i.e., Contingency Plan, Disaster Recovery Plans, etc.).

D. Response Assistance

- a. The County IT Department (Help Desk) shall serve as the primary 24/7 incident response support resource, offering advice and assistance to all personnel for handling and reporting suspected incidents.

V. AUDITING AND ACCOUNTABILITY

- A. The County IT Department shall maintain a log of all log-on and log-off attempts, all account changes, and privileged activity.
 - a. Logs shall be maintained for a minimum of one (1) year and logs for activity occurring within the past 90 days must be immediately accessible.
 - b. Logs must be stored in a manner that prevents unauthorized or accidental modification.
- B. The County shall conduct periodic risk assessments, identify threats, vulnerabilities and their impacts, and document and track risk mitigation decisions.

VI. ACCESS CONTROL POLICY

- A. **In General.** Access to CJI in a CCIS is restricted to authorized users for official criminal justice purposes only. Access shall follow the principle of least privilege.
- B. **Access Enforcement/Least Privilege.** All County officials, employees, contractors, vendors, and individuals responsible for overseeing access to the County CJI shall:
 - a. Employ the principle of least privilege, allowing only authorized accesses to CJI for users that are necessary to accomplish assigned tasks in accordance with the County's operations and goals. Access authorizations (i.e., file permissions, application roles, etc.) shall be strictly enforced to align with this principle.
 - b. Require users of information system accounts use separate, non-privileged accounts when accessing all standard, non-CJI related functions.
 - c. Ensure CCIS audits the execution of privileged functions.
 - d. Ensure CCIS prevents non-privileged users from executing privileged functions, including disabling, circumventing, or altering implemented security safeguards and countermeasures.
- C. **Account Management.**
 - a. The County IT Department shall:
 - i. Maintain account inventories and access levels to CJI stored in County digital media.
 - ii. Disable digital accounts as follows:
 - 1. Inactive accounts after 90 calendar days.

- 2. Accounts for any person who is terminated, transferred, or no longer requires access to CJI within 24 hours of the status change.
 - 3. High-risk accounts, or accounts identified as a direct threat to CJI within thirty (30) minutes of discovery.
 - 4. Temporary and emergency accounts after usage.
- iii. Ensure that the County digital CCIS automatically audits account creation, modification, enabling, disabling, and removal actions, and notifies appropriate personnel.
- b. Each department shall assign a LASO who shall:
 - i. Provide the County IT Department with a list of individuals in their department and/or working with their department who are authorized to access CJI and the individual's level of access.
 - ii. Notify the IT Department when digital accounts are no longer required, when users are terminated or transferred, and when individual information system usage or need-to-know changes.
 - iii. Review all user accounts and access privileges at least annually for compliance with account management requirements.
- D. System Use Notification.** The County IT Department shall ensure that all digital information systems providing access to CJI display an approved system use notification message or banner to users before granting access to the system.
- a. This message shall state that:
 - i. Users are accessing a restricted County information system.
 - ii. System usage may be monitored, recorded, and subject to audit.
 - iii. Unauthorized use of the information system is prohibited and subject to criminal and civil penalties.
 - iv. Use of the information system indicates consent to monitoring and recording
 - v. There are no rights to privacy.
 - b. The message shall be retained on the screen until the user acknowledges the usage conditions and take explicit actions to log on to further access the information system.
- E. Session Management.** The County IT Department shall ensure:
- a. Any user account or device with access to CJI shall be automatically locked after five (5) consecutive invalid logon attempts within a fifteen (15) minute period. The account must remain locked until released by an administrator.
 - b. All devices used to access CJI shall employ a device lock that automatically activates after a maximum of thirty (30) minutes of inactivity. The user must re-authenticate to re-establish access.
 - c. Users must log out of the information system when their work period is complete. Sessions shall be configured to terminate automatically after logout.

- d. Information previously visible must be concealed when the session is locked with a publicly visible image or display.

F. Remote, Mobile, and Wireless Access.

- a. All users requiring remote or wireless access to CCIS must be authorized by the Department's LASO. All remote and wireless access must be documented and monitored.
- b. All remote and wireless access sessions transmitting CJI must be protected using cryptographic mechanisms compliant with FIPS 140-2 (i.e., an approved VPN solution).
- c. Only County issued or controlled mobile devices (i.e., laptops, tablets, smartphones, etc.) are authorized to access or store CJI.
- d. All authorized mobile devices used to access CJI must be protected by full-device or container-based encryption compliant with FIPS 140-2.

G. External Systems and Information Sharing.

- a. The use of external information systems, including personally-owned devices and publicly accessible systems (i.e., hotels or library computers) to access, process, store, or transmit CJI is strictly prohibited.
- b. The sharing of CJI with any external agency or individual is prohibited, unless done in accordance with state and federal law and an approved Information Exchange Agreement.

VII. IDENTIFICATION AND AUTHENTICATION

A. User Identification.

- a. All users shall be issued a unique username for their exclusive use to access CJI. This identifier must be traceable to a specific, known individual.
- b. The use of shared or group accounts is prohibited for individual users. Shared accounts may only be used for system process or functions where individual accountability is otherwise maintained through logs or other means, and must be approved by the IT Director or system manager.

B. Identity Proofing.

- a. All County personnel requiring access to CJI must undergo identity proofing that meets or exceeds the requirements for **Identity Assurance Level 2 (IAL2)** as defined in NIST SP 800-63A.
- b. Identity proofing must include the collection, validation, and verification of official identity evidence (i.e., government-issued ID). This process must be completed in person by an authorized County representative or via an approved and secure remote identify proofing process before access is granted.

C. Multi-Factor Authentication

- a. Multi-Factor Authentication (MFA) is mandatory for all logical access to any information system that stores, processes, or transmits CJI. This applies to all access, including but not limited to:
 - 1. Remote access (e.g., VPN, web portals).

2. On-premises (internal network) access.
 3. Access to privileged (administrator) accounts.
 4. Access to non-privileged (standard user) accounts.
- b. All authentication mechanisms must meet or exceed the requirements for Authenticator Assurance Level 2 (AAL2) as defined in NIST SP 800-63B.
- c. AAL2 requires the use of two distinct authentication factors from the following categories:
1. Something You Know: A memorized secret (e.g., password, PIN).
 2. Something You Have: A physical authenticator (e.g., a hardware token, a PIV/smart card, a mobile device using an approved authenticator app).
 3. Something You Are: A biometric (e.g., fingerprint, iris scan).
- d. Using two of the same type of factors (e.g., a password and a PIN) is not MFA and is not permitted.

D. Password Management

- a. Passwords used to access CJI, including access directly to the CCIS must meet the following requirements:
1. Contain a minimum of eight (8) characters.
 2. Cannot be a dictionary word or proper name.
 3. Cannot be the same as the username.
 4. Must be changed every ninety (90) days.
 5. The system shall prevent reuse of the last ten (10) passwords.
 6. Passwords shall not be transmitted in clear text outside the secure network.
- b. Passwords must be changed immediately if there is any evidence or suspicion that the authenticator has been compromised
- c. All passwords must be stored in a salted and hashed format using a one-way, FIPS-validated key derivation function. Passwords shall never be stored in plain text or in a reversibly encrypted format.
1. The County IT Department shall establish and maintain secure procedures for the full lifecycle of all physical authenticators including:
 - a. Secure issuance and binding to a user's verified identity.
 - b. Maintaining an inventory of all issued authenticators.
 - c. Immediately revoking authenticators that are lost, stolen, compromised, or associated with a terminated user.
 - d. Securely destroying expired or revoked physical authenticators.

E. Identifier and Device Management

- a. LASOs must immediately notify the IT Department of any personnel transfer, separation, or change in access requirements to the CCIS. The IT Department must ensure that all system access is terminated upon notification.
- b. Disabled user identifiers shall not be re-issued to another individual user for a minimum of one (1) year after the user's separation from the County.
- c. All devices (including workstations, mobile devices, and servers) must be uniquely identified and authenticated before being granted access to CJI (e.g., via 802.1x, device certificates, or MAC address validation). All information systems shall obscure feedback of authentication information during the authentication process to protect the information from possible exploitation/use by unauthorized individuals.

VIII. CONFIGURATION MANAGEMENT

A. The County shall:

- a. Maintain baseline system configurations.
- b. Implement formal change control procedures.
- c. Perform security impact analysis before changes.
- d. Track and document all system modifications.

IX. MEDIA PROTECTION

A. Media Storage and Access

- a. All digital and physical media containing CJI shall be securely stored within a physically secure location or a controlled area. When not in active use, media must be stored in a locked drawer, cabinet, safe, or room.
- b. Media containing CJI (e.g., printouts, laptops, external drives) shall not be left unattended or in plain view in an unsecured area. Precautions must be taken to obscure CJI from public or unauthorized view.

B. Media Transport

- a. Physical Media Transport: Physical media (e.g., paper files) shall be placed in an opaque, sealed envelope or a locked container to prevent viewing during transport.
 - 1. Hand-carried media shall be under the direct, physical control of the authorized personnel at all times.
- b. Digital Media Transport: All CJI stored on digital media (e.g., laptops, USB drives) must be encrypted using a FIPS 140-2 validated cryptographic module before the media is transported.
 - 1. If encryption is not feasible for a specific legacy device, the device must be transported by authorized personnel in a locked, secure container.
- c. Shipment: Any media shipped via mail or courier must use a service that provides shipment tracking and requires a signature upon delivery. The media must be securely packaged and, if digital, must be encrypted.

- C. Media Sanitization and Disposal.** Any electronic media used to store CJIS information that is to be reused for non-CJI information will be turned over to the County IT Department to be sanitized prior to being reused.
- a. All media must be properly sanitized or destroyed prior to disposal, release from County control, or release for reuse in a less secure capacity. Sanitization and disposal methods shall be consistent with NIST SP 800-88 (Guidelines for Media Sanitization).
 - b. **Digital Media Sanitization:** Digital media shall be sanitized by overwriting the data at least three (3) times or using a method that meets or exceeds the NIST "Clear" or "Purge" standard. Magnetic media (e.g., HDDs, tapes) may be sanitized by degaussing with an approved degausser that is rated for the media's coercivity. Media that cannot be sanitized (e.g., inoperable drives, SSDs, CDs/DVDs) or media that has reached its end-of-life shall be physically destroyed by shredding, disintegrating, pulverizing, or incinerating.
 - c. **Physical Media Disposal:** All physical media (e.g., paper, printer ribbons) containing CJI shall be securely disposed of when no longer required. Disposal must be accomplished by cross-cut shredding or incineration to a particle size that renders the information unrecoverable.
 - d. **Documentation and Witnessing:** All sanitization and destruction of media shall be witnessed or carried out by authorized personnel. A permanent record (e.g., "Certificate of Sanitization/Destruction") shall be maintained by the LASO or County IT Department, documenting the media type, serial number (if applicable), sanitization method, date, and the authorized personnel who performed and/or witnessed the action.

D. Media Use and Marking

- a. Use of publicly accessible computers (e.g., in hotels, libraries, business centers) or personally-owned media (e.g., personal USB drives) to access, process, store, or transmit CJI is prohibited.
- b. All media containing CJI that is transported outside a controlled area shall be clearly marked to indicate its sensitivity and handling requirements.

X. PHYSICAL AND ENVIRONMENTAL PROTECTION POLICY

- A. Physical Access Authorizations.** Each LASO, working with the County IT Department and Facilities Department shall:
- a. Maintain a documented list of all individuals with authorized access to facilities and secure areas where CJI information is stored.
 - b. Issue authorization credentials (i.e., key cards, access badges) to all individuals with authorized access.
 - c. Review and validate access lists at least annually and upon any transfer or termination or changes to individual access privileges.
 - d. Revoke access for individuals no longer requiring it (i.e., due to termination, transfer, or change in duties) and retrieve physical access credentials.
- B. Physical Access Controls.** Each LASO, working with the County IT Department and Facilities Department shall:

- a. Enforce physical access authorizations at all entry and exit points to secure facilities and areas. Access shall be verified before granting entry.
- b. Require all visitors to secure areas to be escorted by authorized personnel at all times.
- c. Maintain a log of all visitor activity into secure areas.
- d. Securely manage all keys, combinations, and other physical access devices. Combinations and keys shall be changed when keys are lost, combinations are compromised, or when individuals with knowledge of them are terminated or transferred.
- e. Maintain and review physical access logs for secure locations quarterly.

C. Access Control for Output Devices

- a. Physical access to CCIS output devices (e.g., printers, copiers, fax machines, monitors) shall be controlled to prevent unauthorized individuals from obtaining sensitive information.
 - 1. Output devices shall be placed in secure, monitored locations.
 - 2. Printed CJI shall be retrieved immediately by the authorized user.
 - 3. Monitors displaying CJI shall be positioned to prevent unauthorized viewing.

D. Monitoring Physical Access

- a. Physical access to all secure facilities and areas containing CJI shall be monitored 24/7 to detect and respond to physical security incidents.
- b. Monitoring shall be conducted using physical intrusion alarms and/or surveillance equipment (e.g., video cameras).
- c. Physical access logs and surveillance records shall be reviewed at least quarterly by the LASO and upon any security incident.
- d. Results of reviews and investigations shall be coordinated with the County's incident response policy.

E. Visitor Access Records

- a. LASOs shall maintain visitor access records for all entries to secure facilities for a minimum of one (1) year.
- b. Visitor access records shall be reviewed at least quarterly to identify any anomalies.
- c. Logs shall contain sufficient information to identify the visitor, their organization, the date/time of access, purpose of visit, and the name of the personnel visited/escort.

F. Power Equipment and Cabling

- a. All power equipment and cabling for information systems in secure areas (e.g., data centers, server rooms) shall be protected from damage and destruction.

G. Emergency Shutoff

- a. Data centers and server rooms shall be equipped with emergency shutoff switches for power.

- b. These switches shall be placed in easily accessible locations for authorized emergency personnel.
- c. Emergency shutoff switches shall be protected from unauthorized activation.

H. Emergency Power

- a. An uninterruptible power supply (UPS) and/or backup generator shall be provided for critical information systems to facilitate an orderly shutdown or transition to alternate power in the event of a primary power source loss.

I. Emergency Lighting

- a. Automatic emergency lighting shall be employed and maintained for all secure facilities, covering emergency exits and evacuation routes, to activate in the event of a power outage.

J. Fire Protection

- a. Fire detection and suppression systems (e.g., smoke detectors, sprinklers, fire extinguishers) shall be employed and maintained in all secure facilities, especially data centers and server rooms.
- b. Detection and suppression systems shall be supported by an independent energy source.
- c. Detection systems shall be configured to activate automatically and notify emergency responders and appropriate County personnel.

K. Environmental Controls

- a. Temperature and humidity (HVAC) levels within data centers and server rooms shall be maintained at acceptable levels as defined by equipment manufacturers and industry best practices. These levels shall be monitored.

L. Water Damage Protection

- a. Data centers and server rooms shall be protected from water damage (e.g., from plumbing, leaks). Master shutoff or isolation valves for water sources shall be accessible to key personnel.

M. Delivery and Removal

- a. The County shall authorize, control, and maintain records for all information system components entering and exiting the facility to protect against theft or the introduction of unauthorized hardware.

N. Alternate Work Site

- a. All alternate work sites (e.g., telework locations, employee residences) used to access, process, store, or transmit CJI must be formally documented and approved.
- b. Personnel operating from an alternate work site shall adhere to the following controls:
 - 1. Officials, employees, contractors, vendors, and any other individual with access to CJI must ensure their work area is secured to prevent unauthorized individuals (including family members or visitors) from accessing or viewing CJI.

2. All electronic CJI must be encrypted at rest in accordance with the CJIS Security Policy.
3. Physical copies of CJI are not to be printed at alternate work sites.
4. Users shall lock their session or device when leaving the area unattended.
5. A means for employees to communicate with County security personnel in case of an incident shall be provided.

XI. SYSTEM AND COMMUNICATIONS PROTECTION

- A. All CJI transmitted outside secure networks must use FIPS 140-2 validated encryption.
- B. Network protections shall include; firewalls, IDS/IPS, and secure VPN access.

XII. SYSTEM AND INFORMATION INTEGRITY POLICY

A. Flaw Remediation (Patch Management)

- a. The County IT Department shall promptly identify, report, and correct system flaws.
- b. All software and firmware updates (patches) related to flaw remediation shall be tested for effectiveness and potential side effects on a non-production system before being installed on operational systems.
- c. Security-relevant software and firmware updates shall be installed within the following timeframes based on the vulnerability's assessed risk level:
 1. **Critical:** 15 days from release.
 2. **High:** 30 days from release.
 3. **Medium:** 60 days from release.
 4. **Low:** 90 days from release.
- d. All flaw remediation activities shall be incorporated into the County's configuration management process.

B. Malicious Code Protection

- a. The County IT Department shall implement signature-based malicious code (e.g., virus, worm, Trojan horse, spyware) protection mechanisms at key system entry and exit points (e.g., firewalls, email servers, web servers, workstations).
- b. Malicious code protection mechanisms shall be configured to automatically update signatures and detection engines as new releases are available.
- c. Protection mechanisms shall be configured to:
 1. Perform periodic scans of the system at least **daily**.
 2. Perform **real-time scans** of files from external sources (e.g., email attachments, web downloads) as they are downloaded, opened, or executed.
- d. Malicious code shall be blocked or quarantined upon detection. The IT Department shall be alerted, and incident response procedures (as defined in the IR Policy) shall be implemented.

C. System Monitoring

- a. The County IT Department shall monitor the County's information systems to detect attacks, indicators of potential attacks, and unauthorized local, network, or remote connections.
- b. Monitoring shall be achieved through tools such as intrusion detection systems (IDS), intrusion prevention systems (IPS), security information and event management (SIEM) systems, and firewall logs.
- c. Detected events and anomalies shall be analyzed by authorized IT and security personnel to determine if an incident has occurred.
- d. The level of system monitoring shall be adjusted based on changes in risk, threat intelligence, or upon discovery of a new vulnerability.

D. Security Alerts and Advisories

- a. The County IT Department shall receive security alerts, advisories, and directives from official external sources (e.g., Cybersecurity and Infrastructure Security Agency (CISA), US-CERT, Multi-State Information Sharing & Analysis Center (MS-ISAC), and hardware/software vendors).
- b. Internal security alerts and advisories shall be generated and disseminated to all relevant County personnel, administrators, and system owners.
- c. The County shall implement mandatory security directives in accordance with their established timeframes.

E. Software, Firmware, and Information Integrity

- a. The County IT Department shall employ integrity verification tools and processes (e.g., file integrity monitoring, cryptographic hashes) to detect unauthorized changes to County software, firmware, and information systems that contain or process CJI.
- b. Upon the detection of an unauthorized change, the County's Incident Response Plan shall be followed.

F. Spam Protection

- a. The County IT Department shall employ spam protection mechanisms (e.g., email filtering) at system entry and exit points to detect and act on unsolicited messages.
- b. Spam protection mechanisms shall be updated automatically when new releases and definitions are available.

G. Information Input Validation

- a. The County IT Department shall ensure that all information inputs are checked for validity to protect against malicious content and attacks (e.g., SQL injection, cross-site scripting). This control must apply to all inputs to web applications, database servers, and any system component that receives or processes CJI or other sensitive data from an external source.

H. Error Handling

- a. System-generated error messages shall be configured to provide information necessary for corrective action without revealing sensitive or potentially exploitable information (e.g., system stack traces, database structures, account information).

- b. Detailed error messages shall only be revealed to authorized IT and administrative personnel.

I. Information Management and Retention

- a. All County information, including CJJ, shall be managed and retained in accordance with applicable federal, state, and local laws, regulations, and established retention schedules.
- b. Information that has exceeded its required retention period shall be disposed of in accordance with the County's policies governing media protection and applicable state record retention requirements.

J. Memory Protection

- a. To protect against sophisticated malware and exploits, County information systems shall implement memory protection controls where technically feasible. This includes, but is not limited to: Data Execution Prevention (DEP) and Address Space Layout Randomization (ASLR)

XIII. PERSONNEL SECURITY

- A. All personnel will be identified by a unique user name to be used when accessing the CJIS network.
- B. All personnel with logical or direct access to CJIS information will undergo a fingerprint-based background check within thirty (30) days of employment. Outside agencies that access CJIS information through the County will be responsible for performing fingerprint-based background checks on their employees and providing this information to the County.
- C. Upon separation of employment, Human Resources or the appropriate agency official will notify the County's Information Technology Department, who will disable the employee's user account.

XIV. SYSTEM AND SERVICES ACQUISITION POLICY

- A. Vendors handling CJJ must meet CJIS requirements and sign a CJIS Security Addendum.
- B. Cloud providers with access to, using, or maintaining CJJ through CCIS must be CJIS-compliant.

XIV. ENFORCEMENT

Any individual found to have violated this Policy may be subject to disciplinary actions, including termination under the County's personnel policies, and/or criminal prosecution pursuant to applicable State and Federal laws.

EFFECTIVE DATE: June 15th, 2026

Position Paper

File #: 26-071

Agenda Date: 6/15/2026

Agenda Item Request

Authorize the County Manager to sign the Tyler Technologies Software As A Service Agreement for the “Munis” program.

Background and Purpose of Request

SaaS is a term used to describe software being stored and accessed “in the cloud”. These are state of the art datacenters meeting the highest degree of security and compliance, disaster recovery, and business continuity. SaaS offerings shift the burden of system administration, software patching, cyber security hardening, and hardware costs from in house IT staff to the software vendor.

Cumberland County purchased the Munis program for Financial and Human Resources tracking from Tyler Technologies in the early 2000’s. Each year the County pays Tyler Technologies a software maintenance fee that covers technical support, software patches, and upgrades to the server housed onsite by the County’s IT Department.

Tyler Technologies has announced their end of support for on-premises software installations and will be only supporting their Software As A Service product offerings.

By transitioning from a traditional on-premises software deployment to a managed SaaS model, Cumberland County will modernize its technological infrastructure, significantly enhance data security, ensure robust business continuity, and establish predictable long-term IT operational costs. This transition aligns with industry best practices and mitigates the substantial risks and resource burdens associated with locally hosting critical enterprise systems.

Requestor

Aaron Gilpatric, Director of Information Technology

Funding Amount and Source

Funds to cover the yearly SaaS offering have been allocated in the FY27 budget. SaaS fees for year one will be \$89,370 with a 5% yearly increase for following years. A one-time implementation fee of \$5,000 is required, bringing year one total to \$94,370.

Effective Date if Applicable

Immediately

Position Paper for Agenda Item

To: Cumberland County Board of Commissioners
From: Aaron Gilpatric, Director of Information Technology
Date: June 15, 2026
Subject: Tyler Technologies SaaS Agreement

Requested Action or Motion

Authorize the County Manager to sign the Tyler Technologies Software As A Service Agreement for the “Munis” program.

Background and Purpose of Request

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Effective Date

Immediately



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. Our current Business Travel Policy is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf>.
- **“Client”** means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **“Data”** means your data necessary to use the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users, if any, that are identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to a Third-Party Product.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Order Form”** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Professional Services”** means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf>.
- **“Third-Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third-Party Products”** means the Third-Party Software and Third-Party Hardware.
- **“Third-Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third-Party Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **“Third-Party Terms”** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we,” “us,” “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.

2. Ownership.
 - 2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3. Data.
 - 3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
 - 3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
 - 3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at <https://www.tylertech.com/privacy>) and applicable law.
 - 3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.

4. Restrictions.
 - 4.1. You may not:
 - 4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
 - 4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
 - 4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
 - 4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
 - 4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.

6. SaaS Services.
 - 6.1. *Audit & Compliance.* Our SaaS Services are audited at least yearly in accordance with the

AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.

- 6.2. *Service Levels.* The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.
- 6.3. *Business Continuity.* Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.
- 6.4. *Security Measures.* We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance> and, in the event of any change in our status, we will comply with applicable notice requirements.
- 6.5. *Password Security.* You are responsible for:
 - 6.5.1. keeping your and your representatives' passwords secure and confidential;
 - 6.5.2. any account activity or access that occurs pursuant to you and your representatives' passwords, its account or IdPs; and
 - 6.5.3. notifying us of any unauthorized access to your account.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.

9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:

- 9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
- 9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
- 9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
- 9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.

9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.

9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.

9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.

2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as

applicable, to the Third-Party Products.

- 3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
 - 3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.
4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A or one (1) year if no duration is indicated. The initial term commences on the first day of the first month following the Effective Date. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. SaaS Fees for the first four (4) annual renewals (years 2, 3, 4 and 5) will not increase more than five percent (5%) on an annualized basis. Thereafter, your annual SaaS Fees shall be at then-current rates. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
 - 2.1. *Failure to Pay Fees*. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
 - 2.2. *For Cause*. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
 - 2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4. *Lack of Appropriations*. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation

infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
- 1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:
 - 1.3.1. procure the right to continue its use;
 - 1.3.2. modify it to make it non-infringing; or
 - 1.3.3. replace it with a functional equivalent.We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.
- 1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS**

SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) Automobile Liability of \$1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of \$1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION G – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. **Performance Issues and Dispute Resolution.**
 - 2.1. ***Notice.*** You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
 - 2.2. ***Invoice Issues.***
 - 2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
 - 2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
 - 2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.

- 2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
- 2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
- 2.3. *Dispute Resolution.* You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.
6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the

cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.
11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This

obligation of confidentiality will not apply to information that:

- i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- iii. a party receives from a third party who has a right to disclose it to the receiving party; or
- iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.

19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Terms
Exhibit C	Service Level Agreement
Exhibit D	Third-Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Cumberland County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
7701 College Boulevard
Overland Park, KS 66210
Attention: Chief Legal Officer

Address for Notices:

Cumberland County
142 Federal Street, Suite 1
Portland, ME 04101
Attention: _____



Exhibit A Investment Summary

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

[Sales quotation to be inserted prior to Agreement execution.]

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Exhibit B Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Annual Services.

- 1.1. *SaaS Services.* SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. SaaS Fees for the first four (4) annual renewals (years 2, 3, 4 and 5) will not increase more than five percent (5%) on an annualized basis. Thereafter, your annual SaaS Fees shall be at then-current rates.
- 1.2. *Other Annual Services.* Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning with the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates. Fees for annual services for the first four (4) annual renewals (years 2, 3, 4 and 5) will not increase more than five percent (5%) on an annualized basis. Thereafter, your annual fees shall be at then-current rates.

2. Tyler Services.

- 2.1. *Professional Services Generally:* Unless otherwise indicated below, fees for Tyler services are invoiced as delivered.
- 2.2. *Consulting Services:* Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.
- 2.3. *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4. *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
- 2.5. *Other Fixed Price Services:* Other fixed price services are invoiced as delivered. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if

any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning.

3. Hardware & Third-Party Products.
 - 3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.
 - 3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
 - 3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
 - 3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless expressly stated otherwise, pricing for subsequent years will be at then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the software maintenance and support fees and if applicable, for annual “Disaster Recovery” and “Tyler Systems Management” services fees, prepaid for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit C SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit D Third-Party Terms

Third Party Verification Services Terms. Third Party Verification Services will be provided pursuant to the Equifax Verification Terms of Service, and Client will comply with such terms and obligations of furnishers under the FCRA, in each case, found at <https://www.tylertech.com/client-terms/equifax-verification-terms-of-service>.

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: <https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf>. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms. In addition, implementation of Cornerstone software and services may require inclusion of a Cornerstone Statement of Work

DebtBook. Your use of DebtBook software and services is subject to the terms found here: [DebtBook End User License Agreement | Tyler Technologies](#). By signing a Tyler Agreement or Order Form, or accessing, installing, or using DebtBook software or services, you agree that you have read, understood, and agree to such terms.

DigEplan Pro. Your use of DigEplan is subject to the LCT Software LLC Subscription Terms & Conditions found here: <https://www.tylertech.com/client-terms/lct-software-llc-an-avolve-company-subscription-terms-conditions>. By signing a Tyler Agreement or Order Form including DigEplan, or accessing, installing, or using DigEplan, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Emphasys Terms. Your use of SymPro software and services is governed by terms available here: <https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.

Envisio Terms. Your use of Envisio software and services is subject to the terms found here: <https://www.tylertech.com/client-terms/envisio-solutions-inc-end-user-license-agreement>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Envisio software or services, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the



terms found here: <https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Koa Hills Terms. Your use of Koa Hills SaaS is governed by terms available here: <https://www.tylertech.com/Portals/0/Terms/Koa-Hills-Software-as-a-Service-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing Koa Hills SaaS, or accessing, installing, or using Koa Hills SaaS, you agree that you have read, understood, and agree to such terms.

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- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court

Position Paper

File #: 26-068

Agenda Date: 6/15/2026

Agenda #:

Agenda Item Request

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

Background and Purpose of Request

County staff have been working on the County's Special Revenue chart of accounts, some dating back a number of years. Some of these accounts had negative balances and would require funding to be credited to eliminate the liability. Additionally, staff have looked at establishing a more consistent and sustainable way to aid in the funding of the capital budget through the development of "reserves". Lastly, items that have previously been presented as using ARPA interest funding are brought forward for re-authorization in order to formally account for these large projects that the interest was used to fund.

Special Revenue Accounts

The Issue: Long-standing negative balances in Special Revenue funds are being carried forward as liabilities.

The County Commissioners must execute authorization to credit these accounts and eliminate the liabilities.

ACFR Impact: This eliminates negative fund balances; which auditors view as a red flag. It prevents future material weakness or significant deficiency findings in your annual audit

Capital Reserves and Contingency Limits

Capital Reserves: Formally establishing these accounts through dedicated revenue streams is an excellent way to smooth out short-term capital spikes.

Contingency Reserve Limitation:

The county budgets \$45,000 annually for the Commissioners' emergency fund.

The state statute caps this specific reserve at \$100,000.00.

Action Needed: Because contingency funds roll over, you must implement an accounting control that

prevents the cumulative cash balance from exceeding \$100,000. If the balance reaches \$100,000, further annual appropriations must be paused or redirected.

ARPA Interest Re-Authorization

The Request: Re-authorizing capital and operational costs previously charged against ARPA interest earnings to formalize them under the ARPA funding source.

The Rules: The U.S. Treasury allows local governments to utilize interest earned on advanced ARPA State and Local Fiscal Recovery Funds (SLFRF). However, these interest earnings are not subject to the strict ARPA programmatic restrictions and deadlines. They become local funds, but they must still be spent in accordance with state law and local procurement policies.

Action Needed: Pass a formal re-authorization through the Board of Commissioners. This creates a clean paper trail for auditors, showing that while the funds were initially approved, they are now officially categorized and tracked under the formalized ARPA-interest budget line.

Funding Amount and Source: Special Revenue Accounts, Tax Stabilization Account and ARPA Interest

Effective Date: June 15, 2026

Attachments: Spreadsheet showing the proposed use and transfer of funding.

Position Paper

File #: 26-068

Agenda Date: 6/15/2026

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Funding Amount and Source: Special Revenue Accounts, Tax Stabilization Account and ARPA Interest

Effective Date: June 15, 2026

Attachments: Spreadsheet showing the proposed use and transfer of funding.

Reserve Accounts	Reserve Acct. Current Balance	Proposed Use MAT Money	Use Investment Revenue Acct. 54000-4901	Tax Stabalization Reserve Acct. 31391-4100	Proposed Dollar Change	Description of Reserve Account Purpose
Existing Reserve Accounts						
Tax Stabilization Reserve	\$1,900,000.00			-\$400,000.00	-\$400,000.00	Adjustment to reflect scheduled need
Uncompensated Absence Reserve			\$250,000.00		\$250,000.00	To fund unanticipated costs associated with employee absences/leaves
Medication Assisted Treatment Reserve	\$609,227.00	\$427,348.00				To fund MAT treatment programs at CCJ
Existing Non-Dept Capital Reserve Acct						
Technology Upgrades			\$390,000.00		\$390,000.00	Cover new server five year payoff
Proposed New Reserve Accounts						
Buildings & Grounds Reserve			\$205,000.00	\$125,000.00	\$330,000.00	To fund upkeep of County-owned buildings & grounds
RCC Radio Comms/Frequency Reserve			\$200,000.00	\$50,568.67	\$250,568.67	To fund radio communication initiatives, such as Frequency Sharing & P25 licenses
Non-Public Safety Fleet Reserve			\$100,000.00		\$100,000.00	To fund acquisition and maintenance of county-owned vehicles use for non-public safety departments Updating old vehicles
Regional Service Expansion Reserve			\$300,000.00	\$75,000.00	\$375,000.00	To fund the development of new county-run regional services
Cross Insurance Reserve			\$230,000.00		\$230,000.00	Establishing a reserve account for preivously Commissioner Approved Capital for CIA maintenance and improvements
Fire/EMS Reserve			\$75,000.00		\$75,000.00	To fund initiatives and equipment to support regional fire/ems collaboration
Contingency Account Reserve						Counties may establish a contingent account per 30-A M.R.S. 922 of up to 1.5% of the annual county budget or \$100,000 (whichever is greater); noted here to recognize this as a a possible account for future funding.
Special Fund Account Reconciliation						
	One-time Reconciliation				Proposed Transfer Amount	
Fund 21			\$1,400,304.59	\$148,931.33	\$1,549,235.92	
Fund 31			\$214,092.00	\$500.00	\$214,592.00	
Fund 42			\$54,052.00		\$54,052.00	
Fund 51			\$11,186.00		\$11,186.00	
Fund 52			\$135,198.00		\$135,198.00	
Previous ARPA Appropriations	Re-authorization		\$1,081,180.86		\$1,081,180.86	
Overall Total Transfers			\$4,646,013.45	\$400,000.00	\$5,046,013.45	

Position Paper

File #: 26-069

Agenda Date: 6/15/2026

Agenda Item Request

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

Background and Purpose of Request

County staff to review status negotiations and wage and benefits proposals from the Cumberland County Communications Association for consideration and guidance.

Requestor

Amy Jennings, Human Resources Director

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

TO:	Board of County Commissioners
FROM:	Amy Jennings, Human Resources Director
DATE:	June 5, 2026
SUBJECT:	Executive Session

Requested Action:

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

Background & Purpose of Request:

County staff to review status negotiations and wage and benefits proposals from the Cumberland County Communications Association for consideration and guidance.

Position Paper

File #: 26-070

Agenda Date: 6/15/2026

Agenda Item Request

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

Background and Purpose of Request

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

Requestor

Amy Jennings, Director of Human Resources

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

TO:	Board of County Commissioners
FROM:	Amy Jennings, Human Resources Director
DATE:	June 5, 2026
SUBJECT:	Executive Session

Requested Action:

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