Cumberland County

27 Northport Dr
Portland, ME 04103

Agenda - Final-Amended

Monday, July 21, 2025

5:30 PM

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 3 - Chair Stephen Gorden
District 1 - Jean-Marie Caterina
District 2 - Tom Tyler
District 4 - Patricia Smith
District 5 - James Cloutier

CALL TO ORDER

ATTENDANCE

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

CD 25-019 Approval of the minutes, June 16, 2025, meeting of the Board of Commissioners

Attachments: Minutes 6.16.2025 DRAFT
2025.06.16 Petition

INFORMATIONAL REPORT/PRESENTATIONS

COMMENTS FROM THE PUBLIC

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

CONSENT AGENDA

25-062 Approve agreement for Law Enforcement Services by and between the Cumberland County Sheriff's Office, Board of County Commissioners and Maine School Administrative District #61 from August 2025 to June 2026.

Attachments: SAD #61 PP 2025 (1)
MSAD 61 LEC Contract

25-063 Approve agreement for Law Enforcement Services by and between the Cumberland County Sheriff's Office, Board of County Commissioners and the inhabitants of the Town of Harrison for July 1, 2025 to June 30, 2026.

Attachments: PP - Harrison LE 2025-2026
2025 Harrison Town LEC Contract

25-064 Approve agreement for Law Enforcement Services by and between Cumberland County, the Cumberland County Sheriff, and the inhabitants of the Town of Standish for July 1, 2025 to June 30, 2026.

Attachments: PP - Standish LEC 2025-2026
2025 Standish Town LEC Contract

25-065 Cumberland County Sheriff's Office Outside Agency Commissions April - May 2025

Attachments: Commission Memo April-May 2025

25-066 Cumberland County Sheriff's Office Outside Agency Commissions June 2025

Attachments: Commissions June 2025

25-067 Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Bridgton from July 1, 2025 - June 30, 2028.

Attachments: PP - Bridgton's Dispatch Contract 2025
2025 Dispatch Contract Bridgton

25-068 Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Casco from July 1, 2025 - June 30, 2028.

Attachments: PP - Casco Dispatch Contract 2025
2025 Casco Dispatch Contract

25-069 Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Chebeague Island from July 1, 2025 - June 30, 2026.

Attachments: PP - Chebeague Island Dispatch Contract 2025
2025 Chebeague Island Dispatch Contract

25-070 Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Frye Island from July 1, 2025 - June 30, 2028.

Attachments: PP - Frye Island Dispatch Contract 2025
2025 Frye Island Contract Signed by Town

25-071 Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Gorham from July 1, 2025 - June 30, 2028.

Attachments: PP - Gorham's Dispatch Contract 2025
2025 Gorham Dispatch Contract signed by town

25-072 Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Harrison from July 1, 2025 - June 30, 2028.

Attachments: PP - Harrison Dispatch Contract 2025
2025 Harrison Dispatch Contract

25-073 Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Harpswell from July 1, 2025 - June 30, 2026.

Attachments: PP - Harpswell Dispatch Contract 2025
2025 Harpswell Contract signed by the town

25-074 Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Long Island from July 1, 2025 - June 30, 2028.

Attachments: PP - Long Island Dispatch Contract 2025
2025 Long Island Dispatch Contract

25-075 Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Naples from July 1, 2025 - June 30, 2028.

Attachments: PP - Naples Dispatch Contract 2025
2025 Naples Town Dispatch Contract

25-076 Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of New Gloucester from July 1, 2025 - June 30, 2028.

Attachments: PP - New Gloucester's Dispatch Contract 2025
2025 New Gloucester Dispatch

25-077 Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Pownal from July 1, 2025 - June 30, 2028.

Attachments: PP - Pownal Dispatch Contract 2025
2025 Pownal Dispatch Contract - signed by town

25-078 Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Raymond from July 1, 2025 - June 30, 2028.

Attachments: PP - Raymonds Dispatch Contract 2025
2025 Raymond Dispatch Contract

25-079 Authorize the County Manager to sign the General Assistance contract between the Town of Raymond and Cumberland County.

Attachments: PP - Raymond Town GA Contract
Raymond GA Contract 7-14-2025

25-080 Authorize the County Manager to sign the 3-year Regional Assessing contract between the Town of Yarmouth and Cumberland County.

Attachments: PP - Yarmouth Assessing Contract
Yarmouth Assessing Contract 2025-2028

25-081 Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Raymond from July 1, 2025 - June 30, 2028.

Attachments: PP - Baldwin Town Dispatch Contract 2025
Baldwin Dispatch Contract 2025 signed by the town

25-082 Approval of a Two Year Contract Renewal between Cumberland County Jail and Dynamic Medical Works, LLC, for consultation services from October 1, 2025 to September 30, 2027.

Attachments: PP - Dynamic Medical Renewal 2025
Dynamic Medical Contract 2025 - 2027

NEW BUSINESS

25-083 Adoption of Successor Collective Bargaining Agreement with the Cumberland County Communications Association January 1, 2025 - June 30, 2026.

Attachments: PP - Communications Association CBA 2025
2025 CCCA Final TA's
CCCA Contract - Red Line-January 1, 2025-June 30, 2026
Final CCCA Wage Package 2025

25-086 Authorization for the County Manager or his designee to execute the Change Order between Landry French Construction and Cumberland County for the renovation of the old jail medical facility.

Attachments: PP - Change Order Landry French July 2025
CCJ Existing Medical Proposal

25-087 Authorization for the County Manager to execute the Tenth Amendment to the Armor Heath of Cumberland County, LLC for Jail Medical Services.

Attachments: PP - Annual Contract with Armor Health for Jail 2025
Armor Medical 10th Amendment 2025

COMMENTS FROM THE EXECUTIVE STAFF

COMMENTS FROM THE COUNTY MANAGER

COMMENTS FROM THE COUNTY COMMISSIONERS

EXECUTIVE SESSION

25-084 Authorization for the County Commissioners to enter into Executive Session pursuant to 1 M.R.S.A. §405(6)(A) for the County Manager's annual evaluation.

Attachments: PP - Executive Session - July 21, 2025

25-085 Authorization for 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 Teamsters Law Enforcement.

Attachments: PP - Executive Session July 21 2025 LE

Next Meeting:

ADJOURNMENT

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: CD 25-019 **Agenda Date:** 7/21/2025

Title:

Approval of the minutes, June 16, 2025, meeting of the Board of Commissioners

Background and Purpose of Request:
Review and approve the attached minutes.
Staff Contact: Katharine Cahoon, Executive Dept

27 Northport Dr
Portland, ME 04103

Cumberland County
Board of Commissioners
Meeting Minutes - Draft

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

Monday, June 16, 2025 **5:30 PM** **Feeney Conference Room, County Courthouse, 205 Newbury St, Portland ME 04101**

CALL TO ORDER

The Board of Commissioners met for their regularly scheduled meeting at the Cumberland County Courthouse in the Peter Feeney Conference Room, the meeting was called to Order by Chair Stephen Gorden at 5:36 pm.

ATTENDANCE

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

County Staff:
James Gailey, County Manager
Kevin Joyce, County Sheriff
Tim Kortes, Jail Major
Brian Pellerin, Chief Deputy
Kerry Joyce, Captain
Donald Goulet, Labor Relations Specialist

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

CD 25-016 Approval of the minutes, May 19, 2025, meeting of the Board of Commissioners

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

INFORMATIONAL REPORT/PRESENTATIONS

CD 25-017 The Cumberland County Jail Board of Visitors will present the 2024 Annual Report to the Cumberland County Commissioners.

Sheriff Joyce introduced the Chair of the Jail Board of Visitors (JBOV), Colleen Hilton, who presented the annual report to the Board of Commissioners. The JBOV members include Karen White (present), Garrett Stewart, William Baker, Amanda Place, Haley Virusso, and Kylie Wilkins O'Brien. Chair Hilton summarized the JBOV report and gave some recommendations for

improvements that were outlined in the report. Chair Hilton complimented County Jail staff on their ability to manage stressful situations and work in an environment with many challenges.

This Report was RECEIVED AND FILED.

CD 25-018 Informational - Notice of Renewal of the Safety and Health Award for Public Employers (SHAPE) awarded to Cumberland County Regional Communications Center from the State of Maine, Department of Labor 2025-2028.

This Report was RECEIVED AND FILED.

COMMENTS FROM THE PUBLIC

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

Chair Gorden opened the public comment period at 5:55 pm.

The following members from the public spoke about their concern regarding the County's contract with the Federal Government and operations of the Immigration and Customs Enforcement (ICE) in the community.

Todd Chretien, Portland; Peach Cushing, Brunswick; Benny Styball, Portland; Dr Gwendolyn Tuttle, Portland; Dr Jennifer Brewer, Kittery; Brendan McQuade, Portland; Ella Tabaskki, Brunswick; Becca May, Brunswick; Jonica, Portland; Lee Chisolm, Freeport; Margaret, Windham; Deanie, Falmouth; Shelby Leighton, South Portland; Halley Hers, Portland; Alex Barber, Portland; Noah, Portland; Ben Rosenlum, Portland; Brian Tainter, Portland; Nicollette, Portland; Michaela Kyifer, Portland; Ashley Schumacher, Freeport; Stella Hava, Portland; Geneva Shimik, Brunswick; Caroline Clevel, Portland; Samuel Bogs, Brunswick; Riley, Cumberland County; Annie, Mammoth; Sasha, Brunswick; Shreas, Brunswick; Zoe, Portland; Kate, Brunswick; Samya, Brunswick; Martha, Portland; Maria, Westbrook; Chandler Clothier, Lewiston; Tim, Portland; Julia, Portland; and Amy Stunus, Portland.

Todd Chretien submitted a petition to Sheriff Joyce on behalf of individuals opposing the County's relationship with ICE. Todd stated that he is looking forward to meeting with some of the County Commissioners on July 9, 2025 to discuss their group's concerns. Speakers expressed concern about being frustrated with the current government's practice of Immigration Law and the Cumberland County Commissioners contract with the Federal Government.

Cumberland County Sheriff Kevin Joyce spoke and stated that the county jail accepts inmates with probable cause as required by law. He addressed the concerns of the public and stated that he does not practice enforcement of Immigration Law. He stated that the County Jail is responsible for the welfare of the inmates and does not withhold water or food or engage in illegal practices. He and his department are responsible for the safety of the public and will continue to follow the law and follow due process.

Commissioner Cloutier acknowledged the public's concern regarding the practices of ICE.
He understands the concern with the Federal Government Contract but pointed out that ICE is a National organization and moves many of its inmates without warning and cycles them through different locations without access to their families or attorneys. ICE inmates in Cumberland County Jail will go before one of the excellent local judges, who will ensure that the inmates will not be moved for the duration of their case. He emphasized that the Board of Commissioners will not tolerate illegal, unlawful and cruel practices. It's a complicated situation and turning away ICE inmates from the County Jail is a possibility but may be unwise and needs further discussion at the upcoming meeting. He agreed with the public's criticism that misconduct by sworn law enforcement officers nationally is

completely unacceptable and echoed Sheriff Joyce's opposition to that conduct. He noted that Sheriff Joyce shares the same attitude that former Portland Police Chief Michael Chitwood had 25 years ago, enforcing immigration is not a local law enforcement matter. Holding people without probable cause is not consistent with the Cumberland County Jail practices. He stated that the Board of Commissioners does not have control over the federal government and stressed the importance of voting.

Commissioner Jean-Marie thanked the public and sympathized with their concerns and the importance of standing up. She shared that her great-grandfather, an immigrant, died from burns he sustained in Monument Square in Portland when the Ku Klux Klan set his hot dog stand on fire in the 1920s in Portland. She is horrified to hear reports of masked local law enforcement agents taking people; however, she has not seen evidence of that activity in Maine or in Cumberland County. The County jail does have a pod that is used by the Federal Government, not just ICE, but includes the Federal Marshals and the FBI. She echoed Sheriff Joyce stating that the Jail is only accepting those with probable cause and then following due process, exactly as outlined by the Jail Board of Visitors report. She noted that she participated in demonstrations in the 60's and continues to participate in demonstrations and recognizes the importance of listening to the public. She closed saying that while she can't speak for the other commissioners she is concerned about the country.

Commissioner Smith thanked the public for their input, she stressed the importance of sharing their experiences and recognizes their story. She is looking forward to continuing the discussion at the upcoming meeting and hopes to find a better way and work with them in the future.

Commissioner Tyler thanked everyone for speaking tonight and speaking intelligently and respectfully. His priority is that the County follows the law and he has not heard anything about the County Sheriff violating due process. He is interested in learning more about improving the situation. He stated that he was unsure what that would look like but he encouraged feedback from the group and looked forward to learning more from the July 9 meeting with the other commissioners and Sheriff Joyce.

Chair Gorden thanked the public for their input and that there is a lot of support for the efforts and echoed Commissioner Cloutier that the public remember to vote.

Chair Gorden closed public comment at 7:08 pm.Chair Gorden closed public comment at 7:08 pm.

CONSENT AGENDA

Commissioner Smith requested that Agenda Item 25-056 be moved from the Consent Agenda to New Business for further discussion. There were no objections.

Approval of the Consent Agenda

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

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

No: 0

25-055 Authorize the County Manager to execute the Regional Assessing Contract between the Town of Gorham and Cumberland County.

This Order was APPROVED.

25-057 Agreement for Law Enforcement services by and between Cumberland County,

the Cumberland County Sheriff, and the inhabitants of the Town of Chebeague Island.

This Order was APPROVED.

25-058 Authorization of the Law Enforcement Services Contract between Cumberland County, Cumberland County Sheriff's Office, and the Town of Long Island from June 2025 to September 2025.

This Order was APPROVED.

NEW BUSINESS

25-056 Authorization of County staff to execute a contract with MetLife for a Paid Family Medical Leave Policy and Life Insurance Policy.

County Manager Gailey outlined the benefits of offering a private medical leave insurance plan for employees.

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

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

No: 0

25-059 Appointment of Finance Director Theresa Grover to serve as Cumberland County's Treasurer beginning July 1, 2025.

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

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

No: 0

25-060 Adoption of Successor Collective Bargaining Agreement with the Teamsters Local 340, Corrections Supervisors July 2025 - June 2028

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

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

No: 0

EXECUTIVE SESSION

25-061 To enter into executive session Title 1 M.R.S.A. §405(6)(D) for the discussion regarding the Lease Agreement between Power Play, LLC and Cumberland County.

Time Into Executive Session: 7:53 pm.

A motion was made by Commissioner Caterina, seconded by Commissioner

Cloutier, that the Executive Session be APPROVED. The motion carried by the following vote:

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

No: 0

Time Out of Executive Session: 9:21 pm.

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

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

No: 0

Next Meeting: July 21, 2025

ADJOURNMENT

A motion was made by Jean-Marie Caterina, seconded by James Cloutier, to ADJOURN the meeting. The motion carried by a unanimous vote. The meeting adjourned at 9:22 pm.

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27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-062 **Agenda Date:** 7/21/2025 **Agenda #:**

Agenda Item Request:

Approve agreement for Law Enforcement Services by and between the Cumberland County Sheriff's Office, Board of County Commissioners and Maine School Administrative District #61 from August 2025 to June 2026.

Background and Purpose of Request:

Requestor: [Courtney George, LEC]
SAD #61 Lake Region would receive forty-hours (40) of School Resource Law Enforcement service from the Sheriff's Office starting August, 2025 and ending June, 2026 for a total of 175 days.
Presentation: [No]
Funding Amount and Source:
$105,629.15
Effective Date if Applicable:
August 2025 through June 2026 (total of 175 days)

Maine
Cumberland County

POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	6/12/25
SUBJECT:	Sheriff Law Enforcement School Resource Deputy for SAD #61 Lake Region

Requested Action:

Approve the $105,629.15 for School Resource Deputy Law Enforcement Services for School Administrative District #61, Lake Region.

Background & Purpose of Request:

SAD #61Lake Region would receive forty-hours (40) of School Resource Law Enforcement service from the Sheriff's Office starting August, 2025 and ending in June, 2026 for a total of 175 days.

Funding Amount and Source:

Credit received.

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

- SAD #61 School Resource Deputy Contract for LE Services

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

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

MSAD#61

August 2025 to June 2026 (175 days)

AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN THE CUMBERLAND COUNTY SHERIFF'S OFFICE, BOARD OF COUNTY COMMISSIONERS AND MAINE SCHOOL ADMINISTRATIVE DISTRICT #61

This Contract, effective **September 2025**, is made by and between MSAD#61, a school district in the State of Maine located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "SCHOOL"), the County of Cumberland (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a Constitutional Officer of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the school limits of Naples Cumberland County, Maine.

W I T N E S S E T H:

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

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

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

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

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

ARTICLE 1 – DEFINITIONS

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

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

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

C. Service shall mean comprehensive law enforcement services provided for eight (8) hours, five (5) days a week.

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

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services

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

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

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

2. No shifts will be back-filled.

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

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

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

a. Traffic Crash Investigations/Reconstruction;

b. Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations, and Collection of Evidence);

c. Prisoner and Jail Services;

d. Records Retention;

e. Patrol and Detection Canine Support;

f. Emergency Services Unit (ESU);

g. Law Enforcement Training Section;

h. Task Force Personnel;

i. Crime Prevention;

j. Volunteers in Police Service Activities;

k. Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victim Crimes);

l. Dive Team;

m. Administrative Investigations (Internal Affairs) for the Cumberland County Sheriff's Office;

n. Any other such units or services as the Cumberland County Sheriff's Office may provide normally.

Safe School Environment:

- Work collaboratively with the Lake Region High School and Vocational Center administration to investigate incidences of school violence, bullying/harassment, drugs/alcohol violations, bomb threats, theft, and vandalism.
- Coordinate canine searches.
- Monitor the parking lot during school arrival and dismissal.
- Assist the administrators in supporting school parking rules.
- Maintain a presence in the hallways during crowded times.
- Assist with the supervision in the cafeteria during lunches when available.
- Assist in criminal situations (bomb threats, fights, drug possession) at the Lake Region Middle School, Songo Locks Elementary, and Stevens Brook Elementary. The following protocol will be followed:
  - The principal will first call their local law enforcement agency if not the Cumberland County Sheriff's Office.
  - The next call will be to the LRHS principal and the SRO.
  - If the LRHS principal determines that the SRO is available, the SRO will coordinate services with the law enforcement agency that was contacted.
- Maintain reports of school incidences of violence, bullying/harassment, drugs/alcohol violations, bomb threats, and theft, and vandalism.
- Visit the other schools in MSAD #61 at least once a month. Establish a collection with the principals at those campuses and communicate guidelines and the services available.

Truancy Prevention:

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

Education and Community Relations:

- Build positive relationships with the students at LRHS/LRVC.
- Visit classrooms and make presentations.
- Visit other MSAD #61 schools and respond to requests when feasible.

F. All deputies assigned to the SCHOOL shall remain within the SCHOOL during regular assigned shifts.

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

H. Vehicles, Supplies, Equipment and Office Furniture:

1. The COUNTY shall provide marked patrol units. Each marked patrol unit shall prominently display on the exterior the indicia of both the Cumberland County Sheriff's Office. The SCHOOL agrees that all requests made by the deputies to the SCHOOL pertaining to equipment, schooling, work schedule, etc. will be referred to the administrators of the SHERIFF's Office for approval.

2. The SHERIFF agrees to maintain the marked patrol unit per the manufacturer's recommended maintenance schedule.

3. The COUNTY shall provide the SCHOOL, no later than **February 1st** of the year, a contract cost proposal for the 12-month period beginning **August 1st** of the year.

4. The SCHOOL shall provide necessary office space, supplies and office furniture for use by contract deputy to fulfill assignments.

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

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

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

2.2 Administrative Responsibilities.

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

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

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

D. The SHERIFF shall consult with the SCHOOL a minimum of fourteen (14) days prior to permanent assignment of any deputy to the SCHOOL or permanent reassignment of any deputy

out of the SCHOOL. "Permanent" shall be considered any period of time exceeding sixty (60) calendar days,

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

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

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

2.3 Processing of Evidence.

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

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment: Right of Control.

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

3.2 Assignment of Law Enforcement.

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

3.3 Sheriff's General Orders.

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

ARTICLE 4 – SAD#61 RESPONSIBILITIES

4.1 Office Space.

A. Future space planning shall be coordinated with the SHERIFF and the SCHOOL.

4.2 Town's Ordinances.

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

ARTICLE 5 – COSTS

5.1 The total amount due for all law enforcement services for subsequent years shall be based upon a proposal submitted by the Sheriff during the SCHOOL's budget process to be approved by the School Board. The total amount due for all services beginning **September 2025 for 175 days shall be one-hundred five thousand, six hundred twenty-nine dollars and fifteen cents ($105,629.15)** spread over a 9-month period for costs incurred by the COUNTY as described in Attachment A of this Contract.

5.2 The SCHOOL shall make payment in equal installments on a monthly basis. The first installment shall be due **September 1, 2025**; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.

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

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

ARTICLE 6 – ADDITIONAL PERSONNEL

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

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 8 – AUDIT OF RECORDS

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

ARTICLE 9 - STANDARD OF PERFORMANCE

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

ARTICLE 10 – ARBITRATION

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

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

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

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

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

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

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

ARTICLE 11 - INDEMNITY

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

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

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

ARTICLE 12 – TERM

12.1 This Contract shall remain in full force and effect commencing on the date specified by MSAD#61 for a period of 175 days, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

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

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

ARTICLE 13 – TERMINATION

13.1 The SCHOOL or the COUNTY may terminate this Contract with or without cause upon written notice to the other party of this Contract; provided, however, that notice of such termination shall not be effective until after receipt of a ninety day (90) written notice. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the SCHOOL Administrator.

ARTICLE 14 - EXTENSION

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

ARTICLE 15 – TRANSITION

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

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

ARTICLE 16 – AUTHORITY TO EXECUTE AND ENFORCE

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

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

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

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

ARTICLE 17 – COMMUNICATIONS

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

ARTICLE 18 – ENTIRE AGREEMENT

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

ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

Vehicle Not Applicable to this agreement.

IN WITNESS WHEREOF, the SCHOOL of MSAD#61, by order duly adopted by its SCHOOL Board has caused this Contract to be signed by the SCHOOL Board and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the Chairperson of said Board or Council and the seal of said Board or Council to be affixed thereto and attested by the Clerk of said Board or Council, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: _____
CHAIRPERSON
COUNTY COMMISSIONERS

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: _____
SHERIFF
KEVIN J. JOYCE

DATE: 6/12/25

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

SCHOOL REPRESENTATIVE

BY: _____

DATE: 6/12/25

ATTEST: _____
COUNTY MANAGER/CLERK

DATE: _____

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-063 **Agenda Date:** 7/21/2025 **Agenda #:**

Agenda Item Request:

Approve agreement for Law Enforcement Services by and between the Cumberland County Sheriff's Office, Board of County Commissioners and the inhabitants of the Town of Harrison for July 1, 2025 to June 30, 2026.

Background and Purpose of Request:
Requestor: [Courtney George, LEC]
The town of Harrison would receive Law Enforcement service from the Sheriff's Office starting July 1, 2025 and ending June 30, 2026.
Presentation: [Yes or No]
Funding Amount and Source:
$276,437.31
Effective Date if Applicable:
July 1, 2025 through June 30, 2026. Returned from the town 06/23/25.

Maine
Cumberland County

POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	6/23/2025
SUBJECT:	Sheriff Law Enforcement Harrison Contract

Requested Action:

Approve the $276,437.31 Police Service contract with the town of HARRISON.

Returned from the town 06-23-25.

Background & Purpose of Request:

The town of Harrison would receive Law Enforcement service from the Sheriff's Office starting July 1, 2025 and ending on June 30, 2026.

Funding Amount and Source:

Credit received.

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

- Harrison Law Enforcement Contract

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

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

HARRISON – PATROL

07/01/2025 to 06/30/2026

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

This Contract, effective the first day of ***July 2025****, is made by and between the Inhabitants of the Town of Harrison, 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 Harrison, 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 **Two (2)** full time deputy sheriffs all of whom are certified law enforcement officers by the Maine Criminal Justice Academy.

2. **NO** vacant shifts will be filled by the SHERIFF or his designee. As agreed

upon!

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 Harrison. 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 July 1.

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

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

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

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

2.2 Administrative Responsibilities.

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

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

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

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

Report	Date
• schedule for deputies assigned to Harrison	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 and procedures	within 15 days of approval by the Sheriff
• *copies of approved collective bargaining agreements which pertain to deputies assigned to Harrison*	*within 15 days of final ratification by all parties*
• summary of pending criminal cases to include each case's status in the judicial system	when retrievable by computer

E. 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 Harrison. "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 Harrison 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 **July 1, 2025**, through **June 30, 2026**, shall be

> ***Two hundred seventy-six thousand, four hundred thirty-seven dollars and thirty-one cents, ($276,437.31)*** *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, 2025**; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.

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

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

ARTICLE 6 – ADDITIONAL PERSONNEL

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

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 8 – AUDIT OF RECORDS

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

ARTICLE 9 - STANDARD OF PERFORMANCE

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

ARTICLE 10 – ARBITRATION

10.1 In the event of a dispute between parties, either party may request arbitration to resolve such disputes and may refer the disputed matter to an arbitration panel. Such election for arbitration shall be conclusively evidenced by the filing of a written demand for the arbitration with the opposing party. This demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made when the institution of legal or equitable proceedings based on such

claims, dispute, or other matter in question would be barred by the applicable statute of limitations. A written demand for arbitration shall also set forth the name of the complaining party's representative to the arbitration panel, as defined below.

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

10.3 Once the party has sent the other party a written demand for arbitration, the other party must appoint its representative within ten (10) days of receipt of said demand for arbitration and must give notice of its decision to the other party within 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 **July 1, 2025, and ending June 30, 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 Harrison 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 Harrison, 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: 6/23/25

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

INHABITANTS OF THE
TOWN OF HARRISON

BY: _____
Town Manager

DATE: 6/18/25

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-064 **Agenda Date:** 7/21/2025 **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 Standish for July 1, 2025 to June 30, 2026.

Background and Purpose of Request:
Requestor: [Courtney George, LEC]
The town of Standish would receive Law Enforcement service from the Sheriff's Office starting July 1st, 2025 and ending on June 30th, 2026.
Presentation: [Yes or No]
Funding Amount and Source:
$1,377,253.08
Effective Date if Applicable:
July 1, 2025 through June 30, 2026

Maine
Cumberland County

POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	6/24/2025
SUBJECT:	Sheriff Law Enforcement Contracts

Requested Action:

Approve the $1,377,253.08 Police Service contract with the town of STANDISH.

Standish town meeting was 06-14-25.

Background & Purpose of Request:

The town of Standish would receive Law Enforcement service from the Sheriff's Office starting July 1, 2025 and ending on June 30, 2026.

Funding Amount and Source:

Credit received.

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

- Standish Law Enforcement Contract

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

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

STANDISH – PATROL

07/01/2025 to 06/30/2026

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

This Contract, effective the first day of July 2025, is made by and between the Inhabitants of the Town of Standish, 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 Standish, Cumberland County, Maine.

W I T N E S S E T H:

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

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

WHEREAS, the 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 eight (8) 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 Standish. 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 July 1.

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

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

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

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

2.2 Administrative Responsibilities.

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

B. The SHERIFF or his designee shall notify the Town Manager/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 Standish	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 and procedures	within 15 days of approval by the Sheriff
• *copies of approved collective bargaining agreements which pertain to deputies assigned to Standish*	*within 15 days of final ratification by all parties*
• summary of pending criminal cases to include each case's status in the judicial system	when retrievable by computer

E. 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 Standish. "Permanent" shall be considered any period of time exceeding sixty (60) calendar days.

G. The SHERIFF shall make all decisions regarding hiring and firing of the deputies, provided that the SHERIFF 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 Standish 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 **July 1, 2025**, through **June 30, 2026**, shall be

> ***One Million Three hundred seventy-seven thousand, two hundred fifty-three dollars and eight cents, ($1,377,253.08) 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, 2025**; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.

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

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

ARTICLE 6 – ADDITIONAL PERSONNEL

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

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 8 – AUDIT OF RECORDS

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

ARTICLE 9 - STANDARD OF PERFORMANCE

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

ARTICLE 10 – ARBITRATION

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

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

10.3 Once the party has sent the other party a written demand for arbitration, the other party must appoint its representative within ten (10) days of receipt of said demand for arbitration and must give notice of its decision to the other party within 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 **July 1, 2025, and ending June 30, 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 Standish 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 Standish, 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: 6/24/25

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

INHABITANTS OF THE
TOWN OF Standish

BY: Joshua Reichard, TM
Town Manager

DATE: 06/23/2025

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-065 **Agenda Date:** 7/21/2025 **Agenda #:**

Title:

Cumberland County Sheriff’s Office Outside Agency Commissions April - May 2025

Recommendation: See the attached Commission list for Approval

CUMBERLAND COUNTY SHERIFF'S OFFICE

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

36 County Way, Portland, Maine 04102 Phone (207)774-1444 – fax (207)828-2373

To: Cumberland County Commissioners

From: Sheriff Kevin J. Joyce

Date: June 12, 2025

Subject: Sheriff's Office Commissions April-May 2025

Agency	Officer
Brunswick	Joshua Bernier Beattie Owen Nicholas Bedard Paige Michaud
CCSO	Peter Anderson Samuel Estey Kimberly Emery
CCJ	Adam Mitchell Kieran Sheehan
USM PD	Timothy Farwell
Windham	Barry Kelly Jordan Alber Nicholas Sanborn Kevin Schofield
Scarborough	Bailey Anastasoff Andrew Flynn Corey Rogers Andrew Sholl

South Portland	Daniel Huntington Ryan Lathrop Tyler Morin Daniel Purinton Kevin Theriault

File #: 25-066 **Agenda Date:** 7/21/2025 **Agenda #:**

Cumberland County Sheriff’s Office Outside Agency Commissions June 2025

Approve commissions, see attached list for June

CUMBERLAND COUNTY SHERIFF'S OFFICE

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

36 County Way, Portland, Maine 04102 phone (207)774-1444 – fax (207)828-2373

To: **Cumberland County Commissioners**

From: **Sheriff Kevin Joyce**

Date: **July 8, 2025**

Subject: **Sheriff's Office Commissions June 2025**

Agency	Officer
CCSO	Daniel Place
CCJ	Mark Stotts
Gorham	Sean Digerness
	Theodore Hatch
	Jarrett Oceguera
	Steve Rappold
Portland	
Scarborough	Donald Laflin
	Garrett Strout
South Portland	Caleb Gray
	Kim Stauber
	Jeffrey Warren
	Eric Young
Westbrook	Sean Hartman
	Charlie Mixer
Yarmouth	Patrick Buxton

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-067 **Agenda Date:** 7/21/2025

Agenda Item Request:

Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Bridgton from July 1, 2025 - June 30, 2028.

Background and Purpose of Request:

Requestor: Melinda Fairbrother-Dyer, Director of CCRCC

The current Communications Contract between the CCRCC and the Town of Bridgton expired July 1, 2025. The fee associated with Bridgton's Dispatch contract is based on a per capita fee for their 2020 census population of 5,418 with an annual increase of 3% and an additional IT connection fee for the Fire Departments connection to our CAD Software starting in year 2 of the contract and increasing annually by 3%.

Funding Amount and Source:

Dispatch Service Fee's:

Year 1 (July 1, 2025 to June 30,2026): $ 49,810.31
Year 2 (July 1, 2026 to June 30, 2027): $ 51,304.61
Year 3 (July 1, 2027 to June 30, 2028): $ 52,843.75

Information Technology CAD Connection Fee's:

Annual IT connection fee has been imbedded into this contract $ 8,266.99.
Newly added for Year 2: $2,000 with an annual 3% increase each year after.

Effective Date if Applicable: July 1, 2025

Maine
Cumberland **County**

POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	Melinda Fairbrother-Dyer
DATE:	10 July 2025
SUBJECT:	Town of Bridgton Dispatch Contract Renewal

Requested Action:

Authorize Manager Gailey to sign.

Background & Purpose of Request:

The current Communications Contract between the CCRCC and the Town of Bridgton expired July 1, 2025. The fee associated with Bridgton's Dispatch contract is based on a per capita fee for their 2020 census population of 5,418 with an annual increase of 3% and an additional IT connection fee for the Fire Departments connection to our CAD Software starting in year 2 of the contract and increasing annually by 3%.

Funding Amount and Source:

Dispatch Service Fee's:

Year 1 (July 1, 2025 to June 30,2026): $ 49,810.31

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Year 3 (July 1, 2027 to June 30, 2028): $ 52,843.75

Information Technology CAD Connection Fee's:

Annual IT connection fee has been imbedded into this contract $ 8,266.99.

Newly added for Year 2: $2,000 with an annual 3% increase each year after.

Effective Date:

July 1, 2025

Attachments:

2025 Bridgton's Dispatch Contract

AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF

BRIDGTON
"COMMUNICATION SERVICES"

THIS AGREEMENT, effective July 1, 2025 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 BRIDGTON (hereinafter referred as "the Municipality") with a principal place of business at 3 Chase St, Bridgton, 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 CCRC 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: BRIDGTON.

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.

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 three years from its effective date. This Agreement shall be automatically renewed following the initial three-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.

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

4. COSTS

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

Year 1 (July 1, 2025 to June 30, 2026): $ 140,964.44
Year 2 (July 1, 2026 to June 30, 2027): $ 145,193.37
Year 3 (July 1, 2027 to June 30, 2028): $ 149,549.17

This foregoing amounts were calculated as a per capita fee based on the Municipality's population of 5,418.

Year 1 (July 1, 2025 to June 30, 2026): $ 26.02
Year 2 (July 1, 2026 to June 30, 2027): $ 26.80
Year 3 (July 1, 2027 to June 30, 2028): $ 27.60

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 $ 8,266.99 and shall increase by $2000.00 effective year 2 of this agreement with an additional 3% 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 three-year term shall increase at 3% over the most recent annual rate.

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 BRIDGTON], 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: Donald M. Kasprzak
Town of Bridgton
It's [Select Board Chair / (Manager) / Administrator]

_____
Date: 7/9/25

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-068 **Agenda Date:** 7/21/2025

Agenda Item Request:

Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Casco from July 1, 2025 - June 30, 2028.

Background and Purpose of Request:

Requestor: Melinda Fairbrother-Dyer, Director of CCRCC

The current Communications Contract between the CCRCC and the Town of Casco is due to expire July 1, 2025. The fee's associated with Casco's Dispatch contract are based on a per capita fee for their 2020 census population of 3,646 with an annual increase of 3% and an additional IT connection fee for the Fire Departments connection to our CAD Software starting in year 2 of the contract and increasing annually by 3%.

Funding Amount and Source:

Dispatch Service Fee's:

Year 1 (July 1, 2025 to June 30,2026): $31,995.84
Year 2 (July 1, 2026 to June 30, 2027): $32,955.71
Year 3 (July 1, 2027 to June 30, 2028): $33,944.38

Information Technology CAD Connection Fee's:

Year 2: $2,000 with an annual 3% increase each year after.

Effective Date if Applicable: July 1, 2025

Maine
Cumberland **County**

POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	Melinda Fairbrother-Dyer
DATE:	14 July 2025
SUBJECT:	Town of Casco's Dispatch Contract Renewal

Requested Action:

Authorize Manager Gailey to sign.

Background & Purpose of Request:

The current Communications Contract between the CCRCC and the Town of Casco is due to expire July 1, 2025. The fee's associated with Casco's Dispatch contract are based on a per capita fee for their 2020 census population of 3,646 with an annual increase of 3% and an additional IT connection fee for the Fire Departments connection to our CAD Software starting in year 2 of the contract and increasing annually by 3%.

Funding Amount and Source:

Dispatch Service Fee's:

Year 1 (July 1, 2025 to June 30,2026): $31,995.84

Year 2 (July 1, 2026 to June 30, 2027): $32,955.71

Year 3 (July 1, 2027 to June 30, 2028): $33,944.38

Information Technology CAD Connection Fee's:

Year 2: $2,000 with an annual 3% increase each year after.

Effective Date:

July 1, 2025

Attachments:

2025 Casco Dispatch Contract

AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF

CASCO
"COMMUNICATION SERVICES"

THIS AGREEMENT, effective July 1, 2025 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 CASCO (hereinafter referred as "the Municipality") with a principal place of business at 635 Meadow Rd, Casco, 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 CCRC 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: CASCO.

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.

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 three years from its effective date. This Agreement shall be automatically renewed following the initial three-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.

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

4. COSTS

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

Year 1 (July 1, 2025 to June 30, 2026): $ 31,995.84
Year 2 (July 1, 2026 to June 30, 2027): $ 32,955.71
Year 3 (July 1, 2027 to June 30, 2028): $ 33,944.38

This foregoing amounts were calculated as a per capita fee based on the Municipality's population of 3,646.

Year 1 (July 1, 2025 to June 30, 2026): $ 8.78
Year 2 (July 1, 2026 to June 30, 2027): $ 9.04
Year 3 (July 1, 2027 to June 30, 2028): $ 9.31

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") beginning YEAR 2. 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 YEAR 2 of this Agreement shall be $ 2,000.00 and shall increase by 3% 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 three-year term shall increase at 3% over the most recent annual rate.

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 CASCO], 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:_____
Town of Casco
It's [Select Board Chair / Manager / Administrator]
Town Manager

Date: 07/08/2025

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-069 **Agenda Date:** 7/21/2025

Agenda Item Request:

Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Chebeague Island from July 1, 2025 - June 30, 2026.

Background and Purpose of Request:
Requestor: Melinda Fairbrother-Dyer, Director of CCRCC
The current Communications Contract between the CCRCC and the Town of Chebeague Island is due to expire July 1, 2025. The fee's associated with Chebeague Island Dispatch contract are based on a per capita fee for their 2020 census population of 341.

A three year contract will be sent to the Town after this one is accepted. The next contract will include IT fee's that need the towns vote at their annual meeting.

Funding Amount and Source:
Dispatch Service Fee's:
Year 1 (July 1, 2025 to June 30,2026): $ 2,992.48

Effective Date: July 1, 2025
Attachments: 2025 Chebeague Island Dispatch Contract

Maine
Cumberland **County**

POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	Melinda Fairbrother-Dyer
DATE:	26 June 2025
SUBJECT:	Town of Chebeague Island Dispatch Contract Renewal

Requested Action:

Authorize Manager Gailey to sign.

Background & Purpose of Request:

The current Communications Contract between the CCRCC and the Town of Chebeague Island is due to expire July 1, 2025. The fee's associated with Chebeague Island Dispatch contract are based on a per capita fee for their 2020 census population of 341.

A three year contract will be sent to the Town after this one is accepted. The next contract will include IT fee's that need the towns vote at their annual meeting.

Funding Amount and Source:

Dispatch Service Fee's:

Year 1 (July 1, 2025 to June 30,2026): $ 2,992.48

Effective Date: July 1, 2025

Attachments: 2025 Chebeague Island Dispatch Contract

AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF

CHEBEAGUE ISLAND
"COMMUNICATION SERVICES"

THIS AGREEMENT, effective July 1, 2025 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 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 CCRC 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.

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 three years from its effective date. This Agreement shall be automatically renewed following the initial three-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.

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

4. COSTS

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

Year 1 (July 1, 2025 to June 30, 2026): $ 2,992.48

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

Year 1 (July 1, 2025 to June 30, 2026): $ 8.78

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 three-year term shall increase at 3% over the most recent annual rate.

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

_____
Date:

By: [signature]
Town of Chebeague Island
It's [Select Board Chair / Manager / Administrator]
June 19, 2025
Date:

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-070 **Agenda Date:** 7/21/2025

Agenda Item Request:

Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Frye Island from July 1, 2025 - June 30, 2028.

Background and Purpose of Request:
Requestor: Melinda Fairbrother-Dyer, Director of CCRCC
The current Communications Contract between the CCRCC and the Town of Frye Island is due to expire July 1, 2025. The fee's associated with Frye Island's Dispatch contract are based on a per capita fee for their 2020 census population with an annual increase of 3% and an additional IT connection fee for the Fire Departments connection to our CAD Software increasing annually by 3%.

Funding Amount and Source:
Dispatch Service Fee's:
Year 1 (July 1, 2025 to June 30,2026): $4,095.28
Year 2 (July 1, 2026 to June 30, 2027): $4,218.14
Year 3 (July 1, 2027 to June 30, 2028): $4,344.68
Information Technology CAD Connection Fee's:
Year 2: $2,000 with an annual 3% increase each year after.

Effective Date: July 1, 2025

Attachments: 2025 Frye Island Dispatch Contract

Maine
Cumberland **County**

POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	Melinda Fairbrother-Dyer
DATE:	26 June 2025
SUBJECT:	Town of Frye Island's Dispatch Contract Renewal

Requested Action:

Authorize Manager Gailey to sign.

Background & Purpose of Request:

The current Communications Contract between the CCRCC and the Town of Frye Island is due to expire July 1, 2025. The fee's associated with Frye Island's Dispatch contract are based on a per capita fee for their 2020 census population with an annual increase of 3% and an additional IT connection fee for the Fire Departments connection to our CAD Software increasing annually by 3%.

Funding Amount and Source:

Dispatch Service Fee's:

Year 1 (July 1, 2025 to June 30,2026): $4,095.28

Year 2 (July 1, 2026 to June 30, 2027): $4,218.14

Year 3 (July 1, 2027 to June 30, 2028): $4,344.68

Information Technology CAD Connection Fee's:

Year 2: $2,000 with an annual 3% increase each year after.

Effective Date:

July 1, 2025

Attachments:

2025 Frye Island Dispatch Contract

AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF

FRYE ISLAND
"COMMUNICATION SERVICES"

THIS AGREEMENT, effective July 1, 2025 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 FRYE ISLAND (hereinafter referred as "the Municipality") with a principal place of business at 1 Sunset Road, Frye 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 CCRC 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: FRYE 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.

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 three years from its effective date. This Agreement shall be automatically renewed following the initial three-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.

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

4. COSTS

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

Year 1 (July 1, 2025 to June 30, 2026): $ 4,095.28
Year 2 (July 1, 2026 to June 30, 2027): $ 4,218.14
Year 3 (July 1, 2027 to June 30, 2028): $ 4,344.68

This foregoing amounts were calculated as a per capita fee based on the Municipality's population of 800.

Year 1 (July 1, 2025 to June 30, 2026): $ 8.78
Year 2 (July 1, 2026 to June 30, 2027): $ 9.04
Year 3 (July 1, 2027 to June 30, 2028): $ 9.31

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% 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 three-year term shall increase at 3% over the most recent annual rate.

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 FRYE 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

_____

Date:

By:_____
Town of Frye Island
It's [Select Board Chair / Manager / Administrator]

_____

Date: 5-29-2025

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-071 **Agenda Date:** 7/21/2025

Agenda Item Request:

Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Gorham from July 1, 2025 - June 30, 2028.

Background and Purpose of Request:

Requestor: Melinda Fairbrother-Dyer, Director of CCRCC

The current Communications Contract between the CCRCC and the Town of Gorham expired July 1, 2025. The fee associated with Gorham's Dispatch contract is based on a per capita fee for their 2020 census population of 18,336 with an annual increase of 3% and an additional IT connection fee for the Fire Departments connection to our CAD Software starting in year 2 of the contract and increasing annually by 3%. Additional wording has been added and will be added to all contracts moving forward. Under Section 1: Services "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."

Funding Amount and Source:

Dispatch Service Fee's:

Year 1 (July 1, 2025 to June 30,2026): $ 477,062.38
Year 2 (July 1, 2026 to June 30, 2027): $ 491,374.25
Year 3 (July 1, 2027 to June 30, 2028): $ 506,115.48

Information Technology CAD Connection Fee's:

Annual IT connection fee has been imbedded into this contract $12,367.29
Newly added for Year 2: $2,000 with an annual 3% increase each year after.

Effective Date if Applicable: July 1, 2025

Maine
Cumberland **County**

POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	Melinda Fairbrother-Dyer
DATE:	14 July 2025
SUBJECT:	Town of Gorham Dispatch Contract Renewal

Requested Action:

Authorize Manager Gailey to sign.

Background & Purpose of Request:

The current Communications Contract between the CCRCC and the Town of Gorham expired July 1, 2025. The fee associated with Gorham's Dispatch contract is based on a per capita fee for their 2020 census population of 18,336 with an annual increase of 3% and an additional IT connection fee for the Fire Departments connection to our CAD Software starting in year 2 of the contract and increasing annually by 3%. Additional wording has been added and will be added to all contracts moving forward. Under Section 1: Services "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."

Funding Amount and Source:

Dispatch Service Fee's:

Year 1 (July 1, 2025 to June 30,2026): $ 477,062.38

Year 2 (July 1, 2026 to June 30, 2027): $ 491,374.25

Year 3 (July 1, 2027 to June 30, 2028): $ 506,115.48

Information Technology CAD Connection Fee's:

Annual IT connection fee has been imbedded into this contract $12,367.29

Newly added for Year 2: $2,000 with an annual 3% increase each year after.

Effective Date:

July 1, 2025

Attachments:

2025 Gorham's Dispatch Contract

AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF

GORHAM
"COMMUNICATION SERVICES"

THIS AGREEMENT, effective July 1, 2025 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 GORHAM (hereinafter referred as "the Municipality") with a principal place of business at 75 South St, Gorham, 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 CCRC 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: GORHAM.

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 three years from its effective date. This Agreement shall be automatically renewed following the initial three-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.

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

4. COSTS

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

Year 1 (July 1, 2025 to June 30, 2026): $ 477,062.38
Year 2 (July 1, 2026 to June 30, 2027): $ 491,374.25
Year 3 (July 1, 2027 to June 30, 2028): $ 506,115.48

This foregoing amounts were calculated as a per capita fee based on the Municipality's population of 18,336.

Year 1 (July 1, 2025 to June 30, 2026): $ 26.02
Year 2 (July 1, 2026 to June 30, 2027): $ 26.80
Year 3 (July 1, 2027 to June 30, 2028): $ 27.60

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 $ 12,367.29 and shall increase by $2000.00 effective year 2 of this agreement with an additional 3% 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 three-year term shall increase at 3% over the most recent annual rate.

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 vrepresentative 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

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

against the Town with respect to the County's performance or nonperformance of this agreement, whether such claims or actions are rightfully or wrongfully brought or filed.

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

Notwithstanding the foregoing, the foregoing indemnification provisions 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
EVERABILITY

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 GORHAM], 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 Gorham
Ephrem Paraschak

It's [Select Board Chair / Manager / Administrator]

_____

Date:

_____ 7/10/2025

Date:

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-072 **Agenda Date:** 7/21/2025

Agenda Item Request:

Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Harrison from July 1, 2025 - June 30, 2028.

Background and Purpose of Request:

Requestor: Melinda Fairbrother-Dyer, Director of CCRCC

The current Communications Contract between the CCRCC and the Town of Harrison is due to expire July 1, 2025. The fee's associated with Harrisons Dispatch contract are based on a per capita fee for their 2020 census population of 2,447 with an annual increase of 3% and an additional IT connection fee for the Fire Departments connection to our CAD Software starting in year 2 of the contract and increasing annually by 3%.

Funding Amount and Source:

Dispatch Service Fee's:

Year 1 (July 1, 2025 to June 30,2026): $21,473.89
Year 2 (July 1, 2026 to June 30, 2027): $ 22,118.11
Year 3 (July 1, 2027 to June 30, 2028): $22,781.65

Information Technology CAD Connection Fee's:

Year 2: $2,000 with an annual 3% increase each year after.

Effective Date if Applicable: July 1, 2025

Maine
Cumberland **County**

POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	Melinda Fairbrother-Dyer
DATE:	24 June 2025
SUBJECT:	Town of Harrison's Dispatch Contract Renewal

Requested Action:

Authorize Manager Gailey to sign.

Background & Purpose of Request:

The current Communications Contract between the CCRCC and the Town of Harrison is due to expire July 1, 2025. The fee's associated with Harrisons Dispatch contract are based on a per capita fee for their 2020 census population of 2,447 with an annual increase of 3% and an additional IT connection fee for the Fire Departments connection to our CAD Software starting in year 2 of the contract and increasing annually by 3%.

Funding Amount and Source:

Dispatch Service Fee's:

Year 1 (July 1, 2025 to June 30,2026): $21,473.89

Year 2 (July 1, 2026 to June 30, 2027): $ 22,118.11

Year 3 (July 1, 2027 to June 30, 2028): $22,781.65

Information Technology CAD Connection Fee's:

Year 2: $2,000 with an annual 3% increase each year after.

Effective Date:

July 1, 2025

Attachments:

2025 Harrison Dispatch Contract

AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF

HARRISON
"COMMUNICATION SERVICES"

THIS AGREEMENT, effective July 1, 2025 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 HARRISON (hereinafter referred as "the Municipality") with a principal place of business at 53 Main St, Harrison, 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 CCRC 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: HARRISON.

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.

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 three years from its effective date. This Agreement shall be automatically renewed following the initial three-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.

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

4. COSTS

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

Year 1 (July 1, 2025 to June 30, 2026): $ 21,473.89
Year 2 (July 1, 2026 to June 30, 2027): $ 22,118.11
Year 3 (July 1, 2027 to June 30, 2028): $ 22,781.65

This foregoing amounts were calculated as a per capita fee based on the Municipality's population of 2,447.

Year 1 (July 1, 2025 to June 30, 2026): $ 8.78
Year 2 (July 1, 2026 to June 30, 2027): $ 9.04
Year 3 (July 1, 2027 to June 30, 2028): $ 9.31

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") beginning YEAR 2. 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 YEAR 2 of this Agreement shall be $ 2,000.00 and shall increase by 3% 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 three-year term shall increase at 3% over the most recent annual rate.

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 HARRISON], 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:_____
Town of Harrison
It's [Select Board Chair / Manager / Administrator]

_____
Date:

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-073 **Agenda Date:** 7/21/2025

Agenda Item Request:

Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Harpswell from July 1, 2025 - June 30, 2026.

Background and Purpose of Request:
Requestor: Melinda Fairbrother-Dyer, Director of CCRCC
The current Communications Contract between the CCRCC and the Town of Harpswell is due to expire July 1, 2025. The fee's associated with Harpswell's Dispatch contract are based on a per capita fee for their 2020 census population of 5,031.

A three year contract will be sent to the Town after this one is accepted. The next contract will include IT fee's that need the towns vote at their annual meeting.

Funding Amount and Source:
Year 1 (July 1, 2025 to June 30,2026): $ 44,150.04

Effective Date: July 1, 2025

Attachments: 2025 Harpswell Dispatch Contract

Maine
Cumberland **County**

POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	Melinda Fairbrother-Dyer
DATE:	26 June 2025
SUBJECT:	Town of Harpswell Dispatch Contract Renewal

Requested Action:

Authorize Manager Gailey to sign.

Background & Purpose of Request:

The current Communications Contract between the CCRCC and the Town of Harpswell is due to expire July 1, 2025. The fee's associated with Harpswell's Dispatch contract are based on a per capita fee for their 2020 census population of 5,031.

A three year contract will be sent to the Town after this one is accepted. The next contract will include IT fee's that need the towns vote at their annual meeting.

Funding Amount and Source:

Dispatch Service Fee's:

Year 1 (July 1, 2025 to June 30,2026): $ 44,150.04

Effective Date: July 1, 2025

Attachments: 2025 Harpswell Dispatch Contract

AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF

HARPSWELL
"COMMUNICATION SERVICES"

THIS AGREEMENT, effective July 1, 2025 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 HARPSWELL (hereinafter referred as "the Municipality") with a principal place of business at Mountain Rd PO Box 39, Harpswell, 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 CCRC 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: HARPSWELL.

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.

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 three-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.

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

4. COSTS

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

Year 1 (July 1, 2025 to June 30, 2026): $ 44,150.04

This foregoing amounts were calculated as a per capita fee based on the Municipality's population of 5,031.

Year 1 (July 1, 2025 to June 30, 2026): $ 8.78

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 three-year term shall increase at 3% over the most recent annual rate.

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 HARPSWELL, 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:_____
Town of Harpswell
It's [Select Board Chair / Manager / Administrator]

Date: June 25, 2025

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-074 **Agenda Date:** 7/21/2025

Agenda Item Request:

Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Long Island from July 1, 2025 - June 30, 2028.

Background and Purpose of Request:

Requestor: Melinda Fairbrother-Dyer, Director of CCRCC

The current Communications Contract between the CCRCC and the Town of Long Island expired July 1, 2025. The fee's associated with Long Islands Dispatch contract are based on a per capita fee for their 2020 census population of 234 with an annual increase of 3% and an additional IT connection fee for the Fire Departments connection to our CAD Software starting in year 2 of the contract and increasing annually by 3%.

Funding Amount and Source:

Dispatch Service Fee's:

Year 1 (July 1, 2025 to June 30,2026): $2,053.49
Year 2 (July 1, 2026 to June 30, 2027): $2,115.10
Year 3 (July 1, 2027 to June 30, 2028): $2,178.55

Information Technology CAD Connection Fee's:

Year 2: $2,000 with an annual 3% increase each year after.

Maine
Cumberland **County**

POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	Melinda Fairbrother-Dyer
DATE:	08 July 2025
SUBJECT:	Town of Long Island's Dispatch Contract Renewal

Requested Action:

Authorize Manager Gailey to sign.

Background & Purpose of Request:

The current Communications Contract between the CCRCC and the Town of Long Island expired July 1, 2025. The fee's associated with Long Islands Dispatch contract are based on a per capita fee for their 2020 census population of 234 with an annual increase of 3% and an additional IT connection fee for the Fire Departments connection to our CAD Software starting in year 2 of the contract and increasing annually by 3%.

Funding Amount and Source:

Dispatch Service Fee's:

Year 1 (July 1, 2025 to June 30,2026): $2,053.49

Year 2 (July 1, 2026 to June 30, 2027): $2,115.10

Year 3 (July 1, 2027 to June 30, 2028): $2,178.55

Information Technology CAD Connection Fee's:

Year 2: $2,000 with an annual 3% increase each year after.

Effective Date:

July 1, 2025

Attachments:

2025 Long Island Dispatch Contract

AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF

LONG ISLAND
"COMMUNICATION SERVICES"

THIS AGREEMENT, effective July 1, 2025 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 LONG ISLAND (hereinafter referred as "the Municipality") with a principal place of business at, Long 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 CCRC 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: LONG 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.

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 three years from its effective date. This Agreement shall be automatically renewed following the initial three-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.

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

4. COSTS

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

Year 1 (July 1, 2025 to June 30, 2026): $ 2,053.49
Year 2 (July 1, 2026 to June 30, 2027): $ 2,115.10
Year 3 (July 1, 2027 to June 30, 2028): $ 2,178.55

This foregoing amounts were calculated as a per capita fee based on the Municipality's population of 234.

Year 1 (July 1, 2025 to June 30, 2026): $ 8.78
Year 2 (July 1, 2026 to June 30, 2027): $ 9.04
Year 3 (July 1, 2027 to June 30, 2028): $ 9.31

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") beginning YEAR 2. 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 YEAR 2 of this Agreement shall be $ 2,000.00 and shall increase by 3% 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 three-year term shall increase at 3% over the most recent annual rate.

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 LONG 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

_____
Date:

By: Brian Z Dudley
Town of Long Island
It's [Select Board Chair / Manager / Administrator]

Date: 7/1/25

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-075 **Agenda Date:** 7/21/2025

Agenda Item Request:

Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Naples from July 1, 2025 - June 30, 2028.

Background and Purpose of Request:

Requestor: Melinda Fairbrother-Dyer, Director of CCRCC

The current Communications Contract between the CCRCC and the Town of Naples expired July 1, 2025. The fee's associated with Naples Dispatch contract are based on a per capita fee for their 2020 census population of 3,925 with an annual increase of 3% and an additional IT connection fee for the Fire Departments connection to our CAD Software starting in year 2 of the contract and increasing annually by 3%.

Funding Amount and Source:

Dispatch Service Fee's:

Year 1 (July 1, 2025 to June 30,2026): $ 34,444.23
Year 2 (July 1, 2026 to June 30, 2027): $ 35,477.56
Year 3 (July 1, 2027 to June 30, 2028): $ 36,541.88

Information Technology CAD Connection Fee's:

Year 2: $2,000 with an annual 3% increase each year after.

Effective Date:

July 1, 2025

Maine
Cumberland **County**

POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	Melinda Fairbrother-Dyer
DATE:	08 July 2025
SUBJECT:	Town of Naples Dispatch Contract Renewal

Requested Action:

Authorize Manager Gailey to sign.

Background & Purpose of Request:

The current Communications Contract between the CCRCC and the Town of Naples expired July 1, 2025. The fee's associated with Naples Dispatch contract are based on a per capita fee for their 2020 census population of 3,925 with an annual increase of 3% and an additional IT connection fee for the Fire Departments connection to our CAD Software starting in year 2 of the contract and increasing annually by 3%.

Funding Amount and Source:

Dispatch Service Fee's:

Year 1 (July 1, 2025 to June 30,2026): $ 34,444.23

Year 2 (July 1, 2026 to June 30, 2027): $ 35,477.56

Year 3 (July 1, 2027 to June 30, 2028): $ 36,541.88

Information Technology CAD Connection Fee's:

Year 2: $2,000 with an annual 3% increase each year after.

Effective Date:

July 1, 2025

Attachments:

2025 Naples Dispatch Contract

AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF

NAPLES
"COMMUNICATION SERVICES"

THIS AGREEMENT, effective July 1, 2025 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 NAPLES (hereinafter referred as "the Municipality") with a principal place of business at Lambs Mill Rd, Naples, 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 CCRC 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: NAPLES.

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.

RSL 6/27/25

(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.

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 three years from its effective date. This Agreement shall be automatically renewed following the initial three-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:

RSC 6/27/25

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.

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

4. COSTS

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

Year 1 (July 1, 2025 to June 30, 2026): $ 34,444.23
Year 2 (July 1, 2026 to June 30, 2027): $ 35,477.56
Year 3 (July 1, 2027 to June 30, 2028): $ 36,541.88

This foregoing amounts were calculated as a per capita fee based on the Municipality's population of 3,925.

Year 1 (July 1, 2025 to June 30, 2026): $ 8.78
Year 2 (July 1, 2026 to June 30, 2027): $ 9.04
Year 3 (July 1, 2027 to June 30, 2028): $ 9.31

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") beginning YEAR 2. 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 YEAR 2 of this Agreement shall be $ 2,000.00 and shall increase by 3% 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 three-year term shall increase at 3% over the most recent annual rate.

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.

RSL 6/27/25

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

RSL
6/27/...

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 NAPLES], 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: Randy L Lessard
Town of Naples
It's [Select Board Chair / Manager / Administrator]
Town Manager

Date: 6/27/25

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-076 **Agenda Date:** 7/21/2025

Agenda Item Request:

Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of New Gloucester from July 1, 2025 - June 30, 2028.

Background and Purpose of Request:
Requestor: Melinda Fairbrother-Dyer, Director of CCRCC
The current Communications Contract between the CCRCC and the Town of New Gloucester expired July 1, 2025. The fee associated with New Gloucester's Dispatch contract is based on a per capita fee for their 2020 census population of 5,676 with an annual increase of 3% and an additional IT connection fee for the Fire Departments connection to our CAD Software starting in year 2 of the contract and increasing annually by 3%.

Funding Amount and Source:
Dispatch Service Fee's:
Year 1 (July 1, 2025 to June 30,2026): $ 49,810.31
Year 2 (July 1, 2026 to June 30, 2027): $ 51,304.61
Year 3 (July 1, 2027 to June 30, 2028): $ 52,843.75
Information Technology CAD Connection Fee's:
Year 2: $2,000 with an annual 3% increase each year after.

Effective Date: July 1, 2025

Maine
Cumberland **County**

POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	Melinda Fairbrother-Dyer
DATE:	10 July 2025
SUBJECT:	Town of New Gloucester Dispatch Contract Renewal

Requested Action:

Authorize Manager Gailey to sign.

Background & Purpose of Request:

The current Communications Contract between the CCRCC and the Town of New Gloucester expired July 1, 2025. The fee associated with New Gloucester's Dispatch contract is based on a per capita fee for their 2020 census population of 5,676 with an annual increase of 3% and an additional IT connection fee for the Fire Departments connection to our CAD Software starting in year 2 of the contract and increasing annually by 3%.

Funding Amount and Source:

Dispatch Service Fee's:

Year 1 (July 1, 2025 to June 30,2026): $ 49,810.31

Year 2 (July 1, 2026 to June 30, 2027): $ 51,304.61

Year 3 (July 1, 2027 to June 30, 2028): $ 52,843.75

Information Technology CAD Connection Fee's:

Year 2: $2,000 with an annual 3% increase each year after.

Effective Date:

July 1, 2025

Attachments:

2025 New Gloucester's Dispatch Contract

AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF

NEW GLOUCESTER
"COMMUNICATION SERVICES"

THIS AGREEMENT, effective July 1, 2025 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 NEW GLOUCESTER (hereinafter referred as "the Municipality") with a principal place of business at 385 Intervale Rd, New Gloucester, 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 CCRC 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: NEW GLOUCESTER.

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.

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 three years from its effective date. This Agreement shall be automatically renewed following the initial three-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.

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

4. COSTS

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

Year 1 (July 1, 2025 to June 30, 2026): $ 49,810.31
Year 2 (July 1, 2026 to June 30, 2027): $ 51,304.61
Year 3 (July 1, 2027 to June 30, 2028): $ 52,843.75

This foregoing amounts were calculated as a per capita fee based on the Municipality's population of 5,676.

Year 1 (July 1, 2025 to June 30, 2026): $ 8.78
Year 2 (July 1, 2026 to June 30, 2027): $ 9.04
Year 3 (July 1, 2027 to June 30, 2028): $ 9.31

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") beginning YEAR 2. 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 YEAR 2 of this Agreement shall be $ 2,000.00 and shall increase by 3% 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 three-year term shall increase at 3% over the most recent annual rate.

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 NEW GLOUCESTER], 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:_____
Town of New Gloucester
It's [Select Board Chair / Manager / Administrator]
7/10/25

Date:

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-077 **Agenda Date:** 7/21/2025

Agenda Item Request:

Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Pownal from July 1, 2025 - June 30, 2028.

Background and Purpose of Request:

Requestor: Melinda Fairbrother-Dyer, Director of CCRCC

The current Communications Contract between the CCRCC and the Town of Pownal is due to expire July 1, 2025. The fee's associated with Pownals Dispatch contract are based on a per capita fee for their 2020 census population of 1,566 with an annual increase of 3% and an additional IT connection fee for the Fire Departments connection to our CAD Software starting in year 2 of the contract and increasing annually by 3%.

Funding Amount and Source:

Dispatch Service Fee's:

Year 1 (July 1, 2025 to June 30,2026): $13,742.59
Year 2 (July 1, 2026 to June 30, 2027): $14,154.87
Year 3 (July 1, 2027 to June 30, 2028): $14,579.51

Information Technology CAD Connection Fee's:

Year 2: $2,000 with an annual 3% increase each year after.

Effective Date if Applicable: July 1, 2025

Maine
Cumberland **County**

POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	Melinda Fairbrother-Dyer
DATE:	24 June 2025
SUBJECT:	Town of Pownal's Dispatch Contract Renewal

Requested Action:

Authorize Manager Gailey to sign.

Background & Purpose of Request:

The current Communications Contract between the CCRCC and the Town of Pownal is due to expire July 1, 2025. The fee's associated with Pownals Dispatch contract are based on a per capita fee for their 2020 census population of 1,566 with an annual increase of 3% and an additional IT connection fee for the Fire Departments connection to our CAD Software starting in year 2 of the contract and increasing annually by 3%.

Funding Amount and Source:

Dispatch Service Fee's:

Year 1 (July 1, 2025 to June 30,2026): $13,742.59

Year 2 (July 1, 2026 to June 30, 2027): $14,154.87

Year 3 (July 1, 2027 to June 30, 2028): $14,579.51

Information Technology CAD Connection Fee's:

Year 2: $2,000 with an annual 3% increase each year after.

Effective Date:

July 1, 2025

Attachments:

2025 Pownal Dispatch Contract

AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF

POWNAL
"COMMUNICATION SERVICES"

THIS AGREEMENT, effective July 1, 2025 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 POWNAL (hereinafter referred as "the Municipality") with a principal place of business at Pownal, 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 CCRC 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: POWNAL.

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.

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 three years from its effective date. This Agreement shall be automatically renewed following the initial three-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.

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

4. COSTS

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

Year 1 (July 1, 2025 to June 30, 2026): $ 13,742.59
Year 2 (July 1, 2026 to June 30, 2027): $ 14,154.87
Year 3 (July 1, 2027 to June 30, 2028): $ 14,579.51

This foregoing amounts were calculated as a per capita fee based on the Municipality's population of 1,566.

Year 1 (July 1, 2025 to June 30, 2026): $ 8.78
Year 2 (July 1, 2026 to June 30, 2027): $ 9.04
Year 3 (July 1, 2027 to June 30, 2028): $ 9.31

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") beginning YEAR 2. 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 YEAR 2 of this Agreement shall be $ 2,000.00 and shall increase by 3% 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 three-year term shall increase at 3% over the most recent annual rate.

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 POWNAL], 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:_____
Town of Pownal
It's [Select Board Chair / Manager / Administrator]
6/9/2025
Date:

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-078 **Agenda Date:** 7/21/2025

Agenda Item Request:

Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Raymond from July 1, 2025 - June 30, 2028.

Background and Purpose of Request:

Requestor: Melinda Fairbrother-Dyer, Director of CCRCC

The current Communications Contract between the CCRCC and the Town of Raymond expired July 1, 2025. The fee's associated with Raymond's Dispatch contract is based on a per capita fee for their 2020 census population of 4,536 with an annual increase of 3% and an additional IT connection fee for the Fire Departments connection to our CAD Software starting in year 2 of the contract and increasing annually by 3%.

Funding Amount and Source:

Dispatch Service Fee's:

Year 1 (July 1, 2025 to June 30,2026): $ 39,806.12
Year 2 (July 1, 2026 to June 30, 2027): $ 41,000.31
Year 3 (July 1, 2027 to June 30, 2028): $ 42,230.31

Information Technology CAD Connection Fee's:

Year 2: $2,000 with an annual 3% increase each year after.

Effective Date: July 1, 2025

Maine
Cumberland **County**

POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	Melinda Fairbrother-Dyer
DATE:	08 July 2025
SUBJECT:	Town of Raymond Dispatch Contract Renewal

Requested Action:

Authorize Manager Gailey to sign.

Background & Purpose of Request:

The current Communications Contract between the CCRCC and the Town of Raymond expired July 1, 2025. The fee's associated with Raymond's Dispatch contract is based on a per capita fee for their 2020 census population of 4,536 with an annual increase of 3% and an additional IT connection fee for the Fire Departments connection to our CAD Software starting in year 2 of the contract and increasing annually by 3%.

Funding Amount and Source:

Dispatch Service Fee's:

Year 1 (July 1, 2025 to June 30,2026): $ 39,806.12

Year 2 (July 1, 2026 to June 30, 2027): $ 41,000.31

Year 3 (July 1, 2027 to June 30, 2028): $ 42,230.31

Information Technology CAD Connection Fee's:

Year 2: $2,000 with an annual 3% increase each year after.

Effective Date:

July 1, 2025

Attachments:

2025 Raymond's Dispatch Contract

AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF

RAYMOND
"COMMUNICATION SERVICES"

THIS AGREEMENT, effective July 1, 2025 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 RAYMOND (hereinafter referred as "the Municipality") with a principal place of business at 401 Webbs Mill Road, Raymond, 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 CCRC 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: RAYMOND.

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.

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 three years from its effective date. This Agreement shall be automatically renewed following the initial three-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.

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

4. COSTS

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

Year 1 (July 1, 2025 to June 30, 2026): $ 39,806.12
Year 2 (July 1, 2026 to June 30, 2027): $ 41,000.31
Year 3 (July 1, 2027 to June 30, 2028): $ 42,230.31

This foregoing amounts were calculated as a per capita fee based on the Municipality's population of 4,536.

Year 1 (July 1, 2025 to June 30, 2026): $ 8.78
Year 2 (July 1, 2026 to June 30, 2027): $ 9.04
Year 3 (July 1, 2027 to June 30, 2028): $ 9.31

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") beginning YEAR 2. 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 YEAR 2 of this Agreement shall be $ 2,000.00 and shall increase by 3% 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 three-year term shall increase at 3% over the most recent annual rate.

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 RAYMOND], 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:_____
Town of Raymond
It's [Select Board Chair / (Manager) / Administrator]

_____
Date: 06/07/25

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-079 **Agenda Date:** 7/21/2025

Agenda Item Request:

Authorize the County Manager to sign the General Assistance contract between the Town of Raymond and Cumberland County.

Background and Purpose of Request:
The Town of Raymond has requested GA services from Cumberland County for the FY26 year. The Town will be a minimum receiver, receiving one-hour of service per week at a rate of $3,380 annually. If the Town goes over the four hours per month allocated by contract, the Town will be responsible for the additional hours spent servicing their contract at $68.00 per hour. These hours will be billed quarterly.

Next year the Town will be offered a three-year contract and will be on a similar contract schedule as the other towns in the County's GA program.

Funding Amount and Source: Revenue for Service Provided (prorated for July)

Effective Date if Applicable: July 22, 2025

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-079 **Agenda Date:** 7/21/2025

Agenda Item Request:

Authorize the County Manager to sign the General Assistance contract between the Town of Raymond and Cumberland County.

Background and Purpose of Request:
The Town of Raymond has requested GA services from Cumberland County for the FY26 year. The Town will be a minimum receiver, receiving one-hour of service per week at a rate of $3,380 annually. If the Town goes over the four hours per month allocated by contract, the Town will be responsible for the additional hours spent servicing their contract at $68.00 per hour. These hours will be billed quarterly.

Next year the Town will be offered a three-year contract and will be on a similar contract schedule as the other towns in the County's GA program.

Funding Amount and Source: Revenue for Service Provided (prorated for July)

Effective Date if Applicable: July 22, 2025

CUMBERLAND COUNTY CONTRACT FOR GENERAL ASSISTANCE ADMINISTRATIVE SERVICES

July 1, 2025 to June 30, 2026

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

This Contract, effective July 1, 2025 is made by and between the TOWN of Raymond, 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 Raymond, 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 207 894-4327. 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 $68.00 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 Raymond 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, 2025 to June 30, 2026 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. An annual fee of $3,380.00 will be paid at the beginning of each contract year. If services exceed the four hours per month, or services are required on weekends/after hours, those additional hours will be assessed at $68.00 per hour. The TOWN may, upon written request to the COUNTY, increase hours of service based upon need. Billing of excess hours, mileage or translation services will be sent out on a quarterly basis.

    B. The TOWN will be responsible for 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.

C. The TOWN will be responsible for any Welpac software fees associated with performing the services for the TOWN. A $750.00 initial TOWN setup fee will be invoiced at the time of invoicing for the annual fee. Any subsequent Welpac fees will be invoiced quarterly.

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, 2026. 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 RAYMOND, 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 RAYMOND

BY: _____

TOWN MANAGER

DATE: 7/14/2025

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-080 **Agenda Date:** 7/21/2025

Agenda Item Request:

Authorize the County Manager to sign the 3-year Regional Assessing contract between the Town of Yarmouth and Cumberland County.

Background and Purpose of Request:
The Town of Yarmouth wishes to continue the Regional Assessing services for an additional three years (2025-2028). The Town is one of the original members of the Regional program and has been a great community to work with.

Funding Amount and Source: Revenue for Services Provided

Effective Date if Applicable: July 1, 2025

Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 25-080 **Agenda Date:** 7/21/2025

Agenda Item Request:

Authorize the County Manager to sign the 3-year Regional Assessing contract between the Town of Yarmouth and Cumberland County.

Background and Purpose of Request:
The Town of Yarmouth wishes to continue the Regional Assessing services for an additional three years (2025-2028). The Town is one of the original members of the Regional program and has been a great community to work with.

Funding Amount and Source: Revenue for Services Provided

Effective Date if Applicable: July 1, 2025

CUMBERLAND COUNTY CONTRACT FOR ASSESSING SERVICES

July 1, 2025 to June 30, 2028

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

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

W I T N E S S E T H:

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

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

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

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

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

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

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

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

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

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

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

ARTICLE 2 – LEVELS OF SERVICE

1. Assessing Services

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

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

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

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

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

2. Supplies, Equipment and Office Furniture.

2.1. The COUNTY shall provide suitable office space and supplies for the assessor when he/she is working on COUNTY premises. The TOWN shall provide suitable office space and supplies for the assessor when he/she is working on TOWN premises.

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

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

3. Administrative Responsibilities

3.1. The Assessor will perform all duties and responsibilities consistent with this Contract under the direction of the County Manager.

3.2. The Assessor shall notify the Town Manager in a timely manner of any major/significant value changes, large abatement requests, or other unusual occurrences that occur within the TOWN.

3.3. The Assessor shall attend Town Council meetings and other Town meetings upon request of the TOWN, and community meetings and meetings with the Town staff which involve issues of mutual concern. Additionally, when requested by the Town Manager, the Assessor shall provide advice or consent on assessing issues and attend other meetings.

3.4. The Assessor shall represent the TOWN in all appeals of valuation, exemptions and other appealable decisions by the Assessor at the local Board of Assessment Review and the Maine Board of Property Tax Review. Representation shall mean preparation, appearance and testimony before the appeal authorities.

3.5. The COUNTY shall consult with the TOWN regarding the assignment of an individual to be the Assessor of Yarmouth. The COUNTY recognizes that the individual must be designated or sworn in by the municipal officials of the Town as the Assessor per State law and/or Charter.

3.6. The COUNTY shall make all decisions regarding hiring, firing and discipline of the Assessor (and/or his/her staff) in accordance with County policy. The COUNTY shall accept and consider any input from the TOWN when it makes decisions related to personnel matters as they may pertain to the delivery of assessing services.

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

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

ARTICLE 3 – OTHER RESPONSIBILITIES

1. **Right of Control**

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

2. **Assignment of Assessing Duties**

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

ARTICLE 4 – TOWN RESPONSIBILITIES

1. **Office Space**

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

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

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

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

2. **Town's Ordinances**

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

3. **Revaluations**

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

3.1 When initiating a community-wide revaluation TOWN's shall meet with the Regional Assessor to discuss timing and work capacity of the Regional Assessing Office.

3.2 TOWN's shall budget funds in support of a COUNTY third-party vendor to handle the appeals process. A ballpark cost for these services is ten to eighteen thousand, based on TOWN's population.

3.3 Funds will be held in an escrow and any remaining balance of funds will be returned to the TOWN. These funds are only submitted to COUNTY during years the TOWN goes through a revaluation.

ARTICLE 5 – TERM

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

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

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

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

ARTICLE 6 – COSTS

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

$12,426.24 per month is based off from a $149,114.86 FY2025/2026 cost *for the TOWN's assessing services.*

1.1 Written notification of annual changes in cost or other provisions of the Agreement must be submitted to the TOWN in writing no later than December 1st of each year. The estimate annual increase per year during the term of the contract will be between 3-4%. If TOWN wishes to explore alternative assessing services, said TOWN shall notify the COUNTY no later than January 1st of its intent to terminate the contract at the conclusion of the current contract year.

1.2 Prior to the additional 3-year term, both parties shall meet to discuss contract increases over the life of the contract.

1.3 The TOWN shall make payment in equal installments on a monthly basis. Installments shall be due the first day of each month until the contract is paid in full.

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

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

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

ARTICLE 7 - INSURANCE

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

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

ARTICLE 8 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 9 – AUDIT OF RECORDS

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

ARTICLE 10 - STANDARD OF PERFORMANCE

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

ARTICLE 11 – INDEMNITY

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

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

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

ARTICLE 12 – TERMINATION

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

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

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

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

ARTICLE 13 – TRANSITION

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

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

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

ARTICLE 14 – AUTHORITY TO EXECUTE AND ENFORCE

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

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

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

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

ARTICLE 15 – ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the TOWN OF 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 YARMOUTH

BY: _____

TOWN MANAGER

DATE: 7.15.25

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

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

Exhibit B: Municipal Oversight Committee

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

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

The purpose of the annual committee meeting will be to:

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

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

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

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

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-081 **Agenda Date:** 7/21/2025 **Agenda #:**

Agenda Item Request:

Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Baldwin from July 1, 2025 - June 30, 2028.

Background and Purpose of Request:

Requestor: Melinda Fairbrother-Dyer, Director of CCRCC

The current Communications Contract between the CCRCC and the Town of Baldwin expired July 1, 2025. The fee's associated with Baldwins Dispatch contract are based on a per capita fee for their 2020 census population of 1,520 with an annual increase of 3% and an additional IT connection fee for the Fire Departments connection to our CAD Software starting in year 2 of the contract and increasing annually by 3%.

Funding Amount and Source:

Dispatch Service Fee's:

Year 1 (July 1, 2025 to June 30,2026): $ 13,338.91
Year 2 (July 1, 2026 to June 30, 2027): $ 13,739.08
Year 3 (July 1, 2027 to June 30, 2028): $ 14,151.25

Information Technology CAD Connection Fee's:

Year 2: $2,000 with an annual 3% increase each year after.

Effective Date: July 1, 2025

Maine
Cumberland County
POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	Melinda Fairbrother-Dyer
DATE:	16 July 2025
SUBJECT:	Town of Baldwin Dispatch Contract Renewal

Requested Action:

Authorize Manager Gailey to sign.

Background & Purpose of Request:

The current Communications Contract between the CCRCC and the Town of Baldwin expired July 1, 2025. The fee's associated with Baldwins Dispatch contract are based on a per capita fee for their 2020 census population of 1,520 with an annual increase of 3% and an additional IT connection fee for the Fire Departments connection to our CAD Software starting in year 2 of the contract and increasing annually by 3%.

Funding Amount and Source:

Dispatch Service Fee's:

Year 1 (July 1, 2025 to June 30,2026): $ 13,338.91

Year 2 (July 1, 2026 to June 30, 2027): $ 13,739.08

Year 3 (July 1, 2027 to June 30, 2028): $ 14,151.25

Information Technology CAD Connection Fee's:

Year 2: $2,000 with an annual 3% increase each year after.

Effective Date: July 1, 2025

Attachments: 2025 Baldwins Dispatch Contract

AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF

BALDWIN
"COMMUNICATION SERVICES"

THIS AGREEMENT, effective July 1, 2025 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 BALDWIN (hereinafter referred as "the Municipality") with a principal place of business at 534 Pequawket Trail, Baldwin, 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 CCRC 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: BALDWIN.

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.

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 three years from its effective date. This Agreement shall be automatically renewed following the initial three-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.

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

4. COSTS

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

Year 1 (July 1, 2025 to June 30, 2026): $ 13,338.91
Year 2 (July 1, 2026 to June 30, 2027): $ 13,739.08
Year 3 (July 1, 2027 to June 30, 2028): $ 14,151.25

This foregoing amounts were calculated as a per capita fee based on the Municipality's population of 1,520.

Year 1 (July 1, 2025 to June 30, 2026): $ 8.78
Year 2 (July 1, 2026 to June 30, 2027): $ 9.04
Year 3 (July 1, 2027 to June 30, 2028): $ 9.31

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") beginning YEAR 2. 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 YEAR 2 of this Agreement shall be $ 2,000.00 and shall increase by 3% 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 three-year term shall increase at 3% over the most recent annual rate.

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 BALDWIN], 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: James Doliff
Town of Baldwin
It's [Select Board Chair / Manager / Administrator]

_____
Date: 7-15-2025

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-082 **Agenda Date:** 7/21/2025

Agenda Item Request:

Approval of a Two Year Contract Renewal between Cumberland County Jail and Dynamic Medical Works, LLC, for consultation services from October 1, 2025 to September 30, 2027.

Background and Purpose of Request:
Requestor: Alex Kimball, Deputy County Manager
Cumberland County has had an annual contract with an individual who assists in monitoring our medical contract at the jail for many years. Danna Williams is now completing her third full two-year contract with the County, after replacing Phil Hoelscher in 2019.

Danna's work has been particularly critical the past year due to a number of issues at the jail, and most notably her oversight of the jail medical expansion.

Funding Amount and Source:
Danna has requested a small $100 per visit increase from $7,100 to $7,200 per visit. This will not have a significant impact on the current year budget.
Effective Date if Applicable: October 1, 2025 - September 30, 2027

Maine
Cumberland County

CUMBERLAND COUNTY COMMISSIONERS

POSITION PAPER OF THE DEPUTY COUNTY MANAGER

Date: July 17, 2025

Subject: **Renewal of Dynamic Medical Works LLC Contract**

Background:

Cumberland County has had an annual contract with an individual who assists in monitoring our medical contract at the jail for many years. Danna Williams is now completing her third full two-year contract with the County, after replacing Phil Hoelscher way back in 2019. Danna's work has been particularly critical the past year due to a number of issues at the jail, and most notably her oversight of the jail medical expansion.

Issue:

Contract Renewal

Fiscal Impact:

Danna has requested a small $100 per visit increase from $7,100 to $7,200 per visit. This will not have a significant impact on the current year budget.

Recommendation:

I recommend Commissioners approve the attached Contract Monitoring and Consulting Services agreement.

Prepared By: Alex Kimball

Deputy County Manager

CONTRACT MONITORING AND CONSULTING SERVICES AGREEMENT

THIS AGREEMENT shall be effective as of October 1, 2025, by and between The County Commissioners for Cumberland County, (hereinafter, the "COUNTY), and Danna M Yates of Dynamic Medical Works, LLC (hereinafter referred to as "YATES"). (The COUNTY and YATES shall hereinafter be collectively referred to as the "PARTIES".

WHEREAS, The COUNTY has responsibility to provide necessary and proper medical, psychiatric and dental inmate health care services; and

WHEREAS, The COUNTY is desirous to ensure proper compliance to the general standards and requirements for inmate medical care; and

WHEREAS, YATES represents that she is duly qualified as a consultant to assist in the development and maintenance of inmate health care; and WHEREAS, The COUNTY is desirous of contracting with YATES and YATES is desirous of contracting with The COUNTY to provide quality consulting services to ensure proper compliance and to otherwise render advice regarding inmate health care operations;

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, it is agreed as follows:

DEFINITIONS

HEALTH SERVICES AGREEMENT

In that certain Agreements are entered by and between The COUNTY and various health services providers for the provisions of inmate health care services. The Agreements also include the terms and conditions of all subsequent addendums entered between THE COUNTY and the contracted providers. The Health Services Agreements and all its addendums shall hereinafter be referred to as "HEALTH SERVICES AGREEMENT".

I. TERMS

This agreement addressing inmate health care contract monitoring services shall be in effect from October 1,2025 until September 30, 2027. At the expiration of the contract monitoring services Agreement, it is agreed between the PARTIES that THE COUNTY may elect to continue this Agreement for an additional time. If the COUNTY elects to exercise this option, the PARTIES may elect to extend this Agreement with the identical terms and conditions or shall otherwise renegotiate the covenants contained herein.

II. CONSIDERATION

A. For Contract Monitoring Services and in consideration of the premises, mutual promises and covenants contained herein, The COUNTY agrees to pay to YATES the sum of Seven Thousand Two-Hundred Dollars ($7,200.00) every other month. Every other month YATES will make one on-site visit to Cumberland County for a total of twelve-monthly visits over a two-year period to satisfy the terms and conditions of this section of the agreement commencing October 1, 2025 and continuing through September 30, 2027. YATES shall be responsible for expenses.

Each on-site visit shall constitute one (1) calendar day. The month or date may be altered as both parties mutually agree. If any on-site visit should last three (3) days or more, then the COUNTY shall pay to YATES the sum of Five Hundred Dollars ($500.00) for that third day and each additional day thereafter. YATES shall not provide services beyond two days without prior approval from the COUNTY.

YATES will bill the COUNTY each month for each on-site visit no more than fifteen (15) working days following her return from Cumberland County. The written report of each preceding visit shall be included with the invoice.

The COUNTY shall pay YATES for said services outlined in this agreement within ten (10) days of receipt of the respective invoice.

III. CONTRACT MONITORING DUTIES AND RESPONSIBILITIES BY YATES

YATES agrees that her on-site visits to Cumberland County are to ensure development and implementation of operational and clinical procedures to provide proper compliance of conditions of the inmate health care service program. YATES recognizes that she is to perform services to the Cumberland County COUNTY's Office to ensure the COUNTY that all terms and conditions of the various HEALTH SERVICES AGREEMENTS are being adequately complied with. As a direct consequence thereof, YATES agrees to perform the following services and all other services that are necessary to meet the objective of the Agreement:

A. On each visit to Cumberland County, YATES shall conduct an on-site audit to ensure proper compliance of all expenses and service fees.

B. YATES shall ensure that appropriate payments are issued. YATES shall ensure that accurate processing and accounting is being conducted by the off-site health services providers for inmate health care and shall direct correction of inaccurate accounts.

C. YATES shall ensure on-site review and compliance checks of the efficiency of operations, clinical activity, proper compliance of staffing, monitoring of daily

service levels, financial audits, the assurance of proper payments, charges to the agency and clinical program activity data collection.

D. YATES shall ascertain the degree of the aggressiveness performed by the various health services providers in seeking out third party reimbursement sources and shall ascertain and review the health services providers' utilization of care services against budgeted off-site care cost limits.

E. YATES shall review the presence and quality of ongoing health education programs for inmates, correctional officers and the health service providers' medical staff.

IV. BUSINESS COVENANTS

The PARTIES to this Agreement both acknowledge that YATES is providing the services contemplated herein as an independent contractor and that neither or an agent, employee, partner nor joint venture of or with the COUNTY or of or with the Board of County Commissioners for Cumberland County, Maine. YATES further represents that she is an officer, director or an otherwise authorized agent of DYNAMIC MEDICAL WORKS LLC and that DYNAMIC MEDICAL WORKS LLC is in good standing, is qualified and is legally authorized to engage in correctional medical services consulting and monitoring.

V. TERMINATION OF THIS AGREEMENT

This Agreement may be terminated as follows:

A. Unilateral Termination:
This Agreement may be unilaterally terminated by the COUNTY or by YATES without cause or reason, prior to September 30, 2027, so long as the effective date of the termination is preceded by a ninety (90) day written notice to the other party. Payment for services rendered during the 90- day notification period shall be made by the COUNTY if services are provided by YATES.

B. Termination for Default:
Except as otherwise provided in this Agreement, if either party gives written notice to the other party that such other party has materially breached or defaulted in the performance of any of its obligations herein, and such default is not corrected within ten (10) days following the giving of such notice, the party giving notice shall have the right to immediately terminate this Agreement.

C. Termination for Special Situations:
Either party may terminate this Agreement immediately upon the occurrence of the following:

1. Failure of the Board of County Commissioners for Cumberland County, Maine, to authorize and appropriate funds enough for the COUNTY to meet

this obligation described herein.

VI. ASSIGNMENT

This Agreement may not be assigned by YATES to any other corporation, entity, partnership, group or individual, without the express written consent of the COUNTY. The COUNTY and YATES each bind themselves, their successors, assigns and legal representatives to the other party hereto and to the successors, assigns and legal representatives and such other party in respect to all covenants, agreements and obligations contained herein.

VII. GOVERNING

This Agreement and all the rights and obligations of the PARTIES hereto shall be governed both procedurally and substantively by and construed according to the laws of the State of Maine and Tennessee.

VIII. ENFORCEMENT

In the event either party incurs legal expenses or costs to enforce the terms of this Agreement, the prevailing party in an arbitration or legal proceeding hereunder shall be entitled to recover the costs of such action so incurred including reasonable attorney fees.

IX. SEVERABILITY

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceable provision thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms and conditions.

X. NOTICE

Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and sent by certified mail, return receipt requested, or by personal delivery and shall be deemed to have been received upon the date indicated on the return, or personally delivered with signed proof of delivery. The COUNTY and YATES addresses for notification related to this agreement are as follows:

THE COUNTY: Alex Kimball Deputy Manager of Finance & Administration
County of Cumberland
142 Federal St
Portland, ME 04101

YATES: Danna M Yates
President
Dynamic Medical Works, LLC
11625 Shirecliffe Lane
Knoxville, TN 37934

XI. MUTUAL INTENT

It is agreed between The COUNTY and YATES that the provisions represent the true intent of the

PARTIES and enough consideration exists for each of them to be bound thereby

IN WITNESS **WHEREOF,** the PARTIES have set their hands and seals hereto on the dates indicated below:

BY: THE COUNTY COMMSSIONERS
FOR CUMBERLAND COUNTY

_____

_____
DATE

_____
BY: WITNESS

_____
DATE

BY: DANNA M YATES
PRESIDENT
DYNAMIC MEDICAL WORKS, LLC.

_____

_____
DATE

_____
BY: WITNESS

_____
DATE

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-083 **Agenda Date:** 7/21/2025

Agenda Item Request:

Adoption of Successor Collective Bargaining Agreement with the Cumberland County Communications Association January 1, 2025 - June 30, 2026.

Background and Purpose of Request:
Requestor: Amy Jennings, Human Resources Director
Adoption of Successor Collective Bargaining Agreement with the Cumberland County Communications Association. County staff to review substantive changes to the Collective Bargaining Agreement with the Communications Association.

Effective Date if Applicable: To Be determined.

Attachments:
Recommendations and Summary, Red-lined Collective Bargaining Agreement with the Communications Association.

Maine
Cumberland **County**

POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Amy Jennings, Human Resources Director
DATE:	July 8, 2025
SUBJECT:	Recommendation for Adoption of Successor Collective Bargaining Agreement with the Cumberland County Communications Association

Requested Action:

Adoption of Successor Collective Bargaining Agreement with the Cumberland County Communications Association.

Background & Purpose of Request:

County staff to review substantive changes to the Collective Bargaining Agreement with the Communications Association.

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

Recommendations and Summary, Red-lined Collective Bargaining Agreement with the Communications Association.

Agenda Item Number:_____ **Date on Agenda:**_____

Result

Mover: Seconder:

Vote Tally:

Vote Result:

Roll Call Vote if Meeting Remotely:

_____

Chair of Board, Date

Updated 6/10/25

CCCA TA's

1. **Article 8: Leaves of Absence**: Maine Paid Family and Medical Leave (Need updated wording)

2. **Article 9: Extending Sick Leave:** Discretion from Director if no accrued Sick.
3. **Article 9/Article 15F.4:** Use of benefit time if unable to work

4. **Article 10.D: Bereavement Leave:** Wording change and clean-up.

5. **Article 11.E&F: Vacations:** Wording updates/changes

6. **Article 12: Personal Days:** Time to accrue at 10-hours

7. **Article 13: Holidays:** Time to accrue at 10-hours

8. **Article 14: Rest Breaks:** Wording change

9. **Article 15/Appendix A: Wages:**

10. **Article 15.A.4: Shift Differentials:** Third shift increase to .70, effective 7/1/25.

11. **Article 15.D.1:** Wording change/update.

12. **Article 15.F.3:** New Wording RTO requests

13. **Article 15.F.4/Article 9:** Use of Benefit Time if Unable to work

14. **Article 15.F.5.a-c:** Wording update (remove section c).

15. **Article 15.H:** Definition for when $15 meal allowance is allowed (less than 72-hour notice).

16. **Article 16.A.2:** Change in work-week.

17. **Article 22.B: Conferences:** Wording update/changes

18. **Article 22.E: Training and Education:** .25/.45/.50 and 4-year active military.

19. **Article 23.A.1:** Define Probationary employee

20. **Article 23.A.2:** Deleted wording

21. **Article 24.B.1: Filling of Vacancies:** Wording update/changes.

22. **Article 24.B.4.a.5:** Wording added.

23. **Article 24.B.5:Promotion List:** New/Updated Wording

24. **Article 26.D: Discipline:** Allowing time extension

25. **Article 33: Reproduction of Agreement:** Wording update

26. **Appendix E:** Wellness Program wording (NEW Appendix)

PREAMBLE

Pursuant to the provisions of Chapter 9A, Revised Statutes of Maine, Title 26 as enacted by the Maine Legislature, Revised September 1981 of the Municipal Public Employees Labor Relations Act, this Agreement is entered into by the County of Cumberland (hereinafter known as Employer) and Cumberland County Communications Association (hereinafter known as Association) to promote fair and equitable treatment, harmonious relationships, to preserve employee morale, promote effective County operations and to establish an equitable and peaceful procedure for the resolution of differences.

ARTICLE 1 - RECOGNITION

Pursuant to the Agreement on Appropriate Bargaining Unit dated December 14, 1981 and as subsequently amended, the County recognizes Cumberland County Communications Association as the sole and exclusive bargaining representative for the purposes of negotiations with respect to wages, hours of work, working conditions, and all other terms and conditions of employment for the employees of Cumberland County Communications Center as listed in Appendix B. of this Agreement.

ARTICLE 2 – DEFINITIONS

A. **Full-Time Employee** - An employee scheduled to work 40 hours per week on a regular basis. Full-time employees receive all benefits as provided herein upon the effective date of employment unless otherwise specifically provided for in this Agreement.

B. **Probationary Employee** - An employee shall be considered a probationary employee in the initial six (6) month period of employment except as provided in Article 26 section E.

C. **Employer -** The Cumberland County Commissioners and/or their designated agent(s).

D. **Grievant -** A bargaining unit employee who has completed the probationary period.

E. **Immediate Supervisor-** The shift supervisor as specified in the organizational structure.

F. **Days -** Days shall mean Monday through Friday excluding legal holidays as proscribed by the Agreement. This definition shall apply to the grievance procedure only.

G. **Association** -The Cumberland County Communications Association.

H. **Steward** - Designated representatives of the CCCA as defined in section G. above.

I. **Chapter Chairperson** -The Chief Executive Officer of the Association as defined in section H above.

J. **Continuous Service -** Continuous service shall be uninterrupted service in the department.

ARTICLE 3- GRIEVANCE PROCEDURE

A. Grievant

Any bargaining unit employee or the Association on behalf of itself or any grievant, will have the right to present grievances in accordance with the procedure set forth herein.

B. Grievance

A grievance shall be defined as a dispute as to the meaning or application of the specific terms of the collective bargaining agreement.

C. Stewards

One (1) steward or Chief Steward may attend any grievance meetings with management at Step 1 and one (1) steward and/or Chief Steward may attend any grievance meetings at Step 2 of this procedure. Further, one (1) additional steward may attend the grievance hearing on his/her own time for training purposes.

D. Procedure

1. Step 1 - Department Head or Designee

When an employee and/or the Association feels aggrieved, a grievance may be presented to the Department Head or designee in writing within fifteen (15) days of the act or omission which gave rise to the grievance or within fifteen (15) days from the date the employee reasonably became aware of the grievance, whichever is later. The Department Head or his/her designee shall meet with the grievant within ten (10) days of the receipt of the grievance. The Department Head shall write a response within ten (10) days of said meeting stating the reasons for the decision rendered. A copy of the written grievance at this level shall be forwarded to the Human Resources Office of the County at the same time it is filed with the Department Head. Any resolution of the grievance will be committed to writing by the Department Head who shall forward a copy of to the Human Resources Office.

2. Step 2 - County Manager

If the grievance is not resolved at Step 1 and the grievant or the Association wishes to pursue the grievance further, the grievant or the Association may appeal said grievance to the County Manager level for a hearing within ten (10) days of receipt of the Department Head written response or the date when it is due. The Association shall state the specific reasons for rejecting the Department Head response at Step 1. The County Manager shall meet with the grievant and the Association for the purpose of hearing the grievance within fifteen (15) days of receipt of the appeal. The County Manager shall respond in writing within ten (10) days of said hearing stating the specific reasons for the decision.

3. Step 3 -Arbitration

If the grievance still remains unsettled, the Association may within fifteen (15) days after the reply of the County Manager is received or the date on which it is due, submit a demand for arbitration. At the same time the Association, by written notice, to the County Manager make known its intent to proceed to arbitration, it shall suggest the name(s) of arbitrator(s).If within five (5) days of receipt of such request, the parties are unable to agree to an arbitrator the Association shall submit the arbitration request to the Maine State Board of Arbitration no later than 30 days after receipt of demand for arbitration. Failure of either party to respond to the other or to request a time extension shall mean any and/or all the names suggested by the opposite party are acceptable. The decision of the arbitrator shall be final and binding on both parties. All fees and expenses of the arbitrator shall be divided equally between the parties except each party shall bear the costs of preparing and presenting its own case.

4. Electronic Filing

Any grievance or response to a grievance may be filed electronically; provided that a written copy of said grievance or response must be provided.

E. General Provisions

1. Extension of Time Limits

The time limits for processing grievances may be extended orally by mutual agreement between the parties and confirmed in writing.

2. Grievance Waiver

Any grievance not initiated or processed in accordance with the procedures herein, shall be deemed waived.

3. Election of Remedies

The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

4. Content of Grievance

Each grievance must contain the name of the grievant, the date of occurrence to the best knowledge of the grievant, the current date, and the articles of the Agreement challenged and the remedy sought. A grievance may be filed as a class action provided the members of the class are similarly situated and the class if identified.

5. Content of Appeals

All grievance appeals must be responsive to the answer at the previous step.

6. Association Grievances

Whenever the Association is grieving on behalf of an employee, the name of the employee(s) must be placed on the grievance form.

7. Filing Without the Association

Nothing in this procedure prevents an employee from filing a grievance pursuant to 26 M.R.S.A. section 970, on his/her own behalf, provided the Association is notified, given an opportunity to be present at any meeting where the grievance is discussed, allowed to state its view and that no resolution of such grievances is inconsistent with the terms of the Agreement.

8. Filing at Lowest Level

A grievance must be initiated at the lowest level at which a remedy can be granted. If the grievant is not sure of which level of this procedure applies, the grievance must be filed at the initial step.

9. Transcripts

If either party requests that a transcript be made of an arbitration hearing, such transcript shall constitute the only official record of the hearing. The party causing such transcript to be made shall pay the costs involved and furnish the arbitrator with a copy. If the opposite party requests a copy of the transcript, it shall pay the costs to have such transcript made.

10. Non-Binding Decisions

The parties agree that Department Head may not bind the County by any grievance decision that alters or is in conflict with the terms of this Contract and that the Association officers or membership may not bind the Association by any grievance decision or agreement that alters or is in conflict with the terms of this Contract without the signed agreement of the bargaining agent.

ARTICLE 4 - DUES DEDUCTION

A. Exclusive Deduction of Dues

The Association shall have the exclusive right to payroll deduction for employees within the applicable bargaining unit and subject to the following provisions.

B. Deduction Procedures

The Employer agrees to deduct the Association weekly membership dues, and benefit program contributions from those employees who individually request in writing that such deduction be made. The amount to be deducted shall be certified to the Employer by the Association and the aggregate deductions of all the employees shall be submitted together in one check along with a list of employees having deductions made and the total amount deducted under each category, for each of these employees, to the Association by the fifteenth (15th) day of the succeeding month after which such deductions are made.

C. Resignation from Association Membership

Authorization of deductions of the Association dues shall be irrevocable during the period of this Agreement and shall be automatically renewed for successive similar periods except that the employee may notify the County and the Treasurer of the Association not less than thirty (30) days nor more than forty-five (45) days prior to the expiration date of this Agreement of his/her desire to resign from Association membership.

D. Benefit Fund Deductions

The authorization for the deduction of Benefit Fund contributions may be stopped at any time provided the employee submits in writing to the Employer and the Association a sixty (60) day notice of such intent.

E. Indemnification of Employer

The Association shall indemnify and save the Employer harmless against all claims and suits which may arise by reason of any action taken in making deductions and remitting same to Association, pursuant to this section.

ARTICLE 5 - BULLETIN BOARDS

The Employer agrees to erect an Association bulletin board in the Communications Center and any additional location where bargaining unit employees are regularly assigned to work, for the purposes of posting Association notices. No material demeaning, derogatory, or defamatory to the Employer, political material or material advocating illegal activity shall be posted. All material posted by the Association will have the signature of a designated steward or representative of the Association.

ARTICLE 6 - ACCESS TO EMPLOYEES

A. Association Business on Employer Premises

Duly authorized representatives of the Association, shall be permitted access to work areas for the purpose of transacting business within the scope of representation. In no event will such activities interfere with the performance of employee(s) duties nor violate the agency security policies.

B. Representative Escort

Duly authorized representatives shall be permitted to enter work sites with an authorized escort, for the purpose of observing conditions under which employees are employed and to carry out the representative's legal responsibilities.

C. Notice to Employer before Access

The duly authorized representatives will, in all cases of access, notify the person in charge of the facility or his/her designee, of his/her presence. Access shall not unreasonably be denied and if denied, the reason(s) for denial shall be in writing.

ARTICLE 7 – ASSOCIATION ACTIVITIES ON COUNTY TIME

A. Association Business

The Employer will grant up to four (4) hours per week to the Association President or his/her designee to conduct Association business except for negotiations. Association business shall be the preparation for and investigation and presentation of grievances, Association membership meetings, administrative Association matters, meetings of the Association Executive Committee, and meetings of the grievance Committee. The President shall report to his/her supervisor when Association business time is being taken.

B. Representation Function

When a grievant and his/her representative are required to attend a meeting regarding a grievance, internal affairs interview, disciplinary hearing, or arbitration which are scheduled while the grievance and/or his/her representative is on shift, they shall be permitted to participate without loss of pay or without loss of Association time. Informal communication between Association officials and management will not be deducted from Association time.

C. Negotiations

One bargaining unit member who is on duty will be permitted to participate in negotiation sessions without a loss of pay; provided however, that the unit member may be required to return to work during a negotiation session if needed.

ARTICLE 8- LEAVES OF ABSENCE

A. Family Medical Leave

The County may take whatever reasonable steps are deemed to be needed to comply with the Family and Medical Leave Act of 1993.

In the event an employee on a certified Intermittent FMLA with documented medical restrictions is unable to be held or forced over to extend shifts or work additional hours due to a staffing shortage or other emergency circumstance when the employee would normally be asked to do so pursuant to Article 15, Wages, Sections F.4 & 5, the employee shall be bypassed and charged for the hold/force. The number of hours the employee would have been scheduled to work on the hold/force shall be deducted from their allotted 480 hours of Family Medical Leave in their designation period. The employee shall be paid utilizing accrued benefit time leave time (sick, vacation, holiday, personal), to the extent it is available.

B. Extended Medical Leaves of Absence without Pay for Illness or Injury

1.) Should an employee not be eligible for or have otherwise exhausted other available leave, such as FMLA, or require an extension of leave due to a disability or serious health condition, the employee may be eligible to take a leave of absence pursuant to this section where medically necessary. All leave requests will be reviewed pursuant to applicable state and federal law including but not limited to the Family Medical Leave Act and the Americans with Disabilities Act (the “ADA”).

2.) When an employee is unable to work, and has been absent continuously from work for a period of twelve (12) weeks, or for periods of absence within a twelve (12) month period totaling the equivalent of twelve (12) weeks, under FMLA, including any combination of paid or unpaid sick leave or approved leave of absence for medical reasons including FMLA, the employee's status is changed to "inactive." That change maintains the person's status as an employee while allowing the County to fill the position from which he or she is absent. Inactive employees may apply as internal applicants for future vacancies. During the "inactive" status current benefits may be maintained. The County will continue to pay its portion of the benefits premium as long as the inactive employee is in pay status. Once the inactive employee is no longer in pay status, benefits may be maintained at the employee's expense, with no County contribution.

3.) Pursuant to the Americans with Disabilities Act and other applicable Maine law, the County shall provide a reasonable accommodation for a qualified employee with a disability, unless such accommodation would cause an undue hardship on the County. In some instances, a reasonable accommodation may take the form of an extended unpaid leave of absence. The employee shall inform the County of the need for an accommodation as quickly as practicable upon becoming aware that a workplace barrier exists. If the need for an accommodation is not obvious, or the employee has not already provided sufficient information to substantiate his or her qualifying medical condition, the County may request documentation of the individual's medical condition. The County may request clarification concerning the nature of the medical condition and the employee's limitations in order to identify an appropriate reasonable accommodation. The County and the employee shall engage in an interactive process to determine an effective reasonable accommodation within as quick a timeframe as is practicable under the circumstances.

4.) Employees seeking an extended medical leave of absence should notify the CCR Communications Director, who shall refer them to the Human Resources Department and County Manager. If leave is determined to be necessary, the initial period of disability leave will be processed as Family Medical Leave, twelve (12) weeks under the Federal law or ten (10) weeks under the Maine law, if the disability is a serious health condition as defined by the Family Medical Leave Act and the employee is otherwise eligible.

5.) Absent exigent circumstances, the employee shall submit written notification to the CCR Communications Director, Human Resources Department and County Manager at least thirty (30) days prior to their anticipated departure stating the probable duration of the leave. If this is not feasible, then the employee shall provide as much advance notice as possible. The County Manager will review written requests for extended medical leaves and may require the employee to furnish written medical certification from an attending physician justifying the need for the leave and setting forth the anticipated duration, and any limiting conditions or restrictions under which work may be performed before and/or after the leave.

6.) Prior to an employee being allowed to return to work from an extended medical leave of absence the County may send an employee to a physician or occupational health provider of its choosing for a Fitness For Duty physical exam.

7.) Two weeks prior to the expiration of an approved leave, the employee may request a thirty (30) day extension, or an additional period of time, from the County Manager. The employee shall be required to furnish written medical certification for the need for the extended leave.

8.) Extended medical leaves of absence, including extensions and renewals, shall not exceed a total combined period in excess of twelve (12) months from the start of the leave, including FMLA. If the employee does not return to work, or is unable to return to work, at the end of the twelve (12) months of leave, the employee may be terminated.

9.) Approved medical leaves of absence shall immediately be discontinued in the event an employee is approved for disability retirement benefits.

10.) Failure on the part of the employee to return to work after the expiration of an approved leave is deemed an unauthorized absence from work and a voluntary resignation from County employment.

11.) Accrued sick, vacation and personal leave shall be paid out to an employee on an approved medical leave of absence.

12.) Should an employee's attendance or work performance be unsatisfactory due to a disability or serious health condition, the County may require the employee to take an unpaid medical leave of absence pursuant to this section.

13.) While out of work on an approved medical leave of absence, if an employee performs work for any other employer, or as a self-employed person, the leave may be cancelled.

C. Maine Paid Family and Medical Leave

On May 1, 2026, or on the date the Maine Paid Family and Medical Leave law takes effect, whichever is later, all provisions of said law will be applied to bargaining unit employees and said provision will supersede any conflicting County personnel policy on family and medical leave. Costs associated with the State of Maine's 1% tax burden associated with this law shall be borne 50/50. Should Cumberland County select a private plan to administer the Paid Family Medical Leave, the tax burden will not exceed the State of Maine's tax burden.

D. Leave of Absence for Other than Illness or Injury

Employees covered by this Agreement may be allowed a leave of absence for other than sick or disability purposes, without pay for a period not to exceed three (3) months. Leave granted by the County Manager, or Designee, pursuant to this section cannot be used in combination with unpaid sick leave referred to sections A and B of this Article.

D. Jury Duty

An employee shall be excused from work when required to respond to a summons for jury duty or to serve as a juror. The County will pay the employee the difference between their regular pay and juror's pay, pursuant to the following conditions:

1.) Employees continue to be paid their regular weekly wages during the time they are fulfilling their obligations as a juror;

2.) Employees provide the CCRCC Director and Human Resources Director with an official statement of their juror's pay as soon as possible.

3.) If such juror's pay is less than the employee's regular pay for the period served as juror, the employee submits the entire amount of the juror's pay to the County.

4.) If such juror's pay is equal to or greater than the employee's regular pay for the period served as juror, the employee refunds to the County that amount of the juror's pay which is equal to the amount paid to the employee by the County for the period served as juror.

5.) If an employee fails to turn applicable jury duty pay over to the County, the County may deduct such pay from the employee's paycheck.

E. Educational Leave

Employees covered by this Agreement may be granted a leave of absence with full pay for enrollment in a special institute or courses of study which will be beneficial to the employee and the Employer, with the approval of the Employer.

F. Light Duty

Employees absent due to illness or disability may be assigned to a light duty assignment for which the employee is qualified and able to perform based on any medically documented work restrictions, provided such light duty work is available. Employees who refuse such assignment shall be denied sick leave pay. If the employee is absent and receiving Workers Compensation, assignment to light duty shall be in accordance with the provisions of the Maine Workers Compensation Act regulations.

In any event, light duty is considered to be a temporary assignment, generally not lasting more than two (2) months. Such duty may be extended when necessary. Employees shall not incur a reduction in their wage rate when assigned to light duty.

G. Military Leave

Military Leave and rights to re-employment after such leave are available to employees under the terms and conditions of applicable Federal and State law, as may be amended from time to time, including but not limited to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

The County Manager will grant any eligible full-time employee military leave in accordance with applicable state and federal laws and the provisions of this section. Such military leave will be for employee attendance at any military training who is a member of any active, reserve or guard component of the U. S. Armed Forces. Employees serving their weekend and or two-week training will not have their benefit time reduced.

Except as otherwise provided in this section, leave eligibility, reemployment rights and notice requirements for employees who are absent due to military training or service shall be in accordance with USERRA and all other applicable state and federal laws.

Employment rights for employees reporting back to work is as follows: For those who have been on active duty from 1 to 30 days, the limit for reporting is the next regular scheduled work period after the employee had time to travel safely and an eight-hour rest period. For military service from 31 to 180 days, employees must notify the employer of their return no later than 14 days after being released from active duty. For military service of 181 days or more, employees must notify the employer of their return no later than 90 days after being released from active duty.

When, in instances of any such military training, the total pay received for such training shall equal or exceed that which would be earned by the employee in service to the County, such leave shall be without pay. When, in instances of any such military training, the total pay received for such training shall be less than that which would be earned by the employee in service to the County, the County Manager shall grant compensatory pay to the amount of the employee's regular County salary, subject to approval by the County Commissioners. In such instances, the employee shall furnish the Human Resources Office with an official statement by the supervising military authority specifying rank, pay, and allowance.

Employees who may be requesting military leave shall give advance notice and provide a copy of their orders to the CCRCC Director, or designee, and Human Resources Department as soon as received.

H. Reserve Military Leave

Reserve military service leave and rights to re-employment after such leave is available to employees who are members of the military reserve or National Guard under the terms and conditions of applicable Federal and State law, as may be amended from time to time. For any period of reserve service up to two weeks in any calendar year, the County will compensate employees the difference between their gross regular weekly wages and their total military pay. Employees utilizing reserve service leave must furnish the Finance Department with an official statement of reserve service pay received.

Employees who are reservists or National Guard members must provide a copy of their annual drill schedule to the CCR Communications Director as soon as it is published. Employees who may be requesting military leave should give advance notice and provide a copy of their orders as soon as they are received.

ARTICLE 9- SICK LEAVE

A. Definition of Sick Leave

An employee may be granted sick leave in the following cases:

1. Personal Illness or Incapacity

Personal illness or physical incapacity to such a degree as to render the employee unable to perform the duties for the assigned position.

2. Medical and Dental Appointments

Medical leave consisting of medical and dental appointments if they cannot be scheduled during non-work hours.

B. Absences of Less Than a Day

Absences for a fraction of a day that are chargeable to sick leave shall be charged proportionately in an amount not less than thirty (30) minutes.

C. Accrual

Sick leave shall accrue at the rate of eight (8) hours a month for each calendar month of service, accumulative to a maximum of one thousand four hundred forty (1440)) hours.

D. Reporting Sick Leave

Whenever possible, an employee shall report sick leave absences to the shift supervisor within two (2) hours before the start of their shift to allow sufficient time to secure a shift replacement, or if no shift supervisor is on duty to the officer in charge prior to the start of his/her regularly scheduled work day, and no less than one (1) hour before the start of his/her regularly scheduled work shift. Additionally, the shift supervisor shall report their sick leave absences to the deputy communications director. If the deputy communications director is absent due to vacation or holiday time, the shift supervisor shall report sick leave absences to the on-duty supervisor.

The Director/Deputy Director may approve at their discretion sick leave time to an employee who has no accrued sick time in the following order: vacation, holiday and then personal day.

E. Use of Benefit Time if Unable to Work

An employee who has been assigned, and has been approved by the Director or designee, to work any extra hours, shall be required to use their benefit leave to the extent available (sick, vacation, personal, holiday) if they are unable to work the scheduled overtime hours.

F. Sick Leave Certification

The Employer may request certification as to the use of sick leave. The employee will be required to see a doctor designated by the Employer. Any required certificate shall be at the Employer's expense.

G. Family Sick Leave

Employees shall be granted up to ninety-six (96) hours per year to be deducted from available sick leave if the employee is needed to care for an immediate family member, as defined by 26 M.R.S.A. §636, who is ill. An immediate family member means an employee's child, spouse or parent. A child may be an adult child, and there is no requirement that the immediate family member actually reside with the employee. Grandparents, grandchildren, siblings, in-laws, and other more extended family members do not qualify.

H. Payment upon Severance from Work

Upon retirement or separation in good standing, the equivalent of one-half (1/2) accumulated sick leave shall be paid to an employee who has not had such days credited to his/her Maine State Retirement subject to the maximum of three hundred sixty (360) hours. A “good standing” retirement or separation requires a two-week (14 calendar days) notice from the employee to the County. No unused sick leave payments shall be made to any employee who is discharged for disciplinary reasons. An employee is also entitled to 100% of accrued, unused vacation leave and holiday time.

ARTICLE 10- BEREAVEMENT LEAVE

A. Immediate Family

The Employer shall grant a leave of absence without loss of pay for a period of up to forty (40) work hours for a child or stepchild, spouse, parent, step-parent, sibling, step-sibling and domestic partner and twenty-four (24) work hours for grandparent, grandchild, or parent- in-law for the purpose of attending the funeral. Such leave shall include the day of the funeral.

An employee will not be permitted to use bereavement leave for a domestic partner unless the employee and the domestic partner have filed an Affidavit of Domestic Partnership (Appendix D) with the County's Human Resources Department prior to the request for leave under this section.

B. Other Relatives

The Employer shall grant a leave of absence without loss of pay for a period of up to sixteen (16) hours to attend the funeral of sister-in-law, brother-in-law, son-in-law, daughter-in- law, aunt or uncle. Such leave shall include the date of the funeral.

C. Close Personal Relationship

The Employer shall grant the time needed, but no more than four (4) hours, to attend the funeral of any other person with whom the employee enjoys a close personal relationship.

D. Extension of Bereavement Leave

In the event an employee requests additional time off to attend the funeral, for travel purposes, and/or to attend to the affairs of a family member, etc. in excess of the bereavement leave provided in the above sections, the CCRCC Director, or Designee may approve at their discretion starting with accrued vacation, holiday and then personal leave to extend the bereavement leave period. The Director or designee will have the discretion to force these requests based on staffing levels.

E. Bereavement Leave During Vacation

If an employee has a death in his/her immediate family while on vacation leave, the employee may substitute bereavement leave for vacation leave for up to the number of hours permitted in Paragraph A above.

ARTICLE 11 - VACATIONS

A. The Employer shall grant vacation leave with pay to all full-time employees as follows:

1.	After one (1) continuous year	80 hours
2.	After three (3) continuous years	100 hours
3.	After five (5) continuous years	120 hours
4.	After eight (8) continuous years	140 hours
5.	After ten (10) continuous years	160 hours
6.	After fifteen (15) continuous years	180 hours
7.	After twenty (20) continuous years	200 hours

B. Accrual and Cash Out

Vacation shall accrue on a monthly basis. The basis for accruing vacation shall be based on the employee's anniversary date. No more than two (2) times the employee's vacation that accrues in a year may be carried over to the next year. Employees may request and use accrued vacation prior to six (6) months of employment, with the approval of the Director, or designee.

Employees may be paid for ("cash out") up to eighty (80) hours of any combination of accumulated vacation or holiday time in a lump sum by requesting such payment in writing on a Request for Time Off Form (RFT), or by other procedure utilized by the Finance Department for this purpose. Payment will be by separate direct deposit advice on the first (1st) pay date in November. Written requests must be received by the Finance Department no later than two (2) weeks prior to the payout date.

C. Lateral Entry Vacation Accrual Incentive for New Hires who are Academy

Certified Communications Officers

1.) As a recruitment incentive, new employees who are Academy Certified Communications Officers may accrue vacation leave in an annual amount up to the ten (10) years of service step. Initial vacation accrual placement when hired may be based on prior years of service in another communications center.

[Example: when a new employee is hired at the CCRCC with 8 years of prior service in another agency, they will initially accrue 140 hours of vacation leave. They will be eligible to accrue 160 hours of vacation leave (next step) after two years of continuous service. If initially placed at the 10 years of service accrual rate of 160 hours, they will accrue 180 hours (next step) of vacation leave after 5 years of continuous service.

2.) New employees hired who are Academy Certified Communications Officers may be credited with eighty (80) hours of vacation leave available for use immediately upon hire.

D. Notice

Vacation time shall be taken on the basis of seniority if more employees request vacation at the same time than would be approved by the supervisor and provided such requests are submitted in compliance with this section. Once vacation has been approved, seniority cannot be used to bump that vacation request. Vacation requests of forty (40) hours or more shall be requested in writing thirty (30) calendar days in advance of the first day of the requested period except as noted below and shall be answered in writing within seven (7) calendar days. If an answer is not received within this time, the request shall be deemed to be granted. Exceptions to the thirty (30) day request period are as follows:

1. Vacation leave used to extend bereavement leave.

2. Vacation leave used consecutively with sick leave.

3. Vacation requests of up to sixteen (16) hours shall be requested seventy-two (72) hours before the requested period.

4. Vacation requests of seventeen (17) hours through thirty-nine (39) hours shall be requested with seven (7) calendar days' notice before the requested period.

5. Requests for vacation pursuant to sections 3 and 4 above shall be answered

within forty-eight (48) hours of the request. If an answer is not received within this time, the request shall be deemed granted.

E. Guaranteed Vacation-Day at a Time

1. Employees, as a certified dispatcher shall be entitled to five (5) Single Guaranteed Days off per calendar year. The Guarantee does not carry over into the next calendar year. If an employee elects not to use their days as "guaranteed" they cannot bank them.
2. Request for guaranteed single days off shall be for the length of the employee's shift (i.e. 10-hour shift or 8-hour shift).
3. The request in Schedule Express shall specifically indicate that it is for a "Guaranteed Time Off" in the "Time to be Carried" field.
4. Vacation shall be the only benefit time recognized for "Guaranteed Time Off" status.
5. Single Days Off known 6 weeks to 9 months in advanced shall be guaranteed, with the exception of July 4th, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day or unless the Director or their designee deems the guarantee to be a detriment to the agency.
6. No more than one employee may be granted a Single Guaranteed Day within one calendar day. Any additional requests for a guaranteed day may be granted at the discretion of the Director or designee.
7. If an employee requests a Single Guaranteed Day during a week in which there is already a scheduled Guaranteed Week of vacation, the Single Day may still be granted at the discretion of Director or designee based on staffing levels and burden on the schedule.
8. Single Days requested less than 6 weeks, but more than 4 weeks in advance shall be subject to the Director or designee approval.
9. Single Days requested less than 4 weeks in advance shall not be guaranteed.
10. Single Guaranteed Days are forcible one month out if no volunteers exist:
    I. Employee(s) on a regular shift who are forced in or forced over, are equal and the "forced extra hours rotation" will be used
    II. Employee(s) forced on extra hours who are forced in or forced over, are equal and the "forced extra hours rotation" will be used
    III. Employee(s) forced in on a day off will be assigned based on the rotation
11. Employees shall have sufficient vacation time available at the time of the request, at the time that the request is being reviewed for approval and during the actual time off to cover the entire request otherwise the request shall be denied.

F. Guaranteed Vacation-Week at a Time

1. Requests for guaranteed time-off shall be a consecutive 40 or more hours and may also include regularly scheduled days off, if so noted, on the time off request in the 'Reason for Absence' field.
2. The request in the scheduling software shall specifically indicate that it is for 'Guaranteed Time Off' in the 'Time to be Carried' field.
3. Vacation shall be the only benefit time recognized for 'Guaranteed Time Off' status.
4. Vacation time known 3 to 9 months in advance shall be guaranteed, with the exception of the pay period weeks of: July 4th, Thanksgiving, and Christmas, or unless the Director or designee deems the guarantee to be a detriment to the Agency.
5. No more than two (2) employees during one block of 'Guaranteed Time Off' shall be granted. If more than two (2) employees request a week off under the 'Guaranteed Status', Article 11, section D of the current CBA shall be followed.
6. Guaranteed vacation time requested more than five (5) weeks but less than three (3) months in advance shall be subject to the Director or designee approval.
7. Guaranteed vacation time requested less than five (5) weeks in advance shall not be guaranteed.
8. Guaranteed vacation time is forcible one (1) month out if no volunteers exist.
9. Forcing order:
    a. Employee(s) on a regular shift who are Forced Over or Forced in, are equal and the "forced extra hours rotation" will be used.
    b. Employee(s) on extra hours who are Forced Over or Forced In, are equal and the "Forced extra hours rotation" will be used.
    c. Employee(s) forced in on a day off will be assigned based on the rotation.
10. Employees shall have a sufficient vacation time available at the time of the request, at the time that the request, is being reviewed for approval and during the actual time-off to cover the entire request otherwise the request be defined (See CCRCC Policy A-116).

G. Vacations during Holidays

1. Holidays on Scheduled Days Off

If a holiday is observed on an employee's scheduled day off, the holiday will taken at a later date. Accrue to be

2. Holidays during Vacation

If a holiday falls during an employee's vacation time, the employee may opt to use a day of vacation and bank the holiday for use at a later time pursuant to Article 13A.

H. Donation of Vacation

Employees may donate forty (40) hours of accumulated vacation to other employees under the following conditions:

1. All Sick Leave Exhausted

Employees receiving such donation shall have exhausted all paid leave.

a. Authorized by the CCR Communications Director.

b. Recipient is paid at their current rate of pay for the donated vacation.

c. Recipient must have demonstrated judicious and responsible use of sick. leave

2. No Income

No employment related payments are being received by the employee receiving the donation including but not limited to income protection, as verified by the Finance Director. The Finance Director can refuse the transfer of vacation if income is being received from any source known to the Finance Director.

I Maine Earned Time Leave

The County shall comply with the Maine Earned Time Leave Law [ETL], Title 26, M.R.S. § 637), which became effective January 1, 2021.

ARTICLE 12- PERSONAL DAYS

A. Number and Use of Days

Employees shall be entitled to two (2) personal days per year and will accrue at 10-hours. An employee hired on or before July 1 of any year will be granted one (1) personal day for use during that calendar year. In subsequent years of continuous employment, the employee will earn both personal days on January 1 and may use them at any time during the calendar year in which they are earned. To use a personal day, forty-eight (48) hours' notice must be provided to the Director or his/her designee; provided however, a supervisor may permit the use of a personal day with less than forty-eight (48) hours' notice if staffing permits.

B. Use of Personal Days on Holidays

No personal days may be used on the holidays of July 4 (actual), Thanksgiving, Christmas Day (Dec. 25), or New Year's Day (Jan. 1).

C. Computation for Overtime

Personal *leave* days shall be computed as time worked for purposes of overtime pay.

ARTICLE 13- HOLIDAYS

A. Holidays

The paid holidays are: New Year's Day, Martin Luther King Day, Presidents Day, Patriots Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

During the period including Thanksgiving Day, Christmas Day, and New Year's Day inclusive, no employee shall be scheduled or required to work more than two (2) of the (3) holidays that occur during that period.

Effective upon ratification, holidays shall be paid as follows:

An employee shall receive ten (10) hours of straight time pay as holiday pay for each holiday or ten (10) hours of accrual.

In addition, if an employee works on the actual day of one of the holidays listed, s/he shall be paid at time and one-half (1.5x) for all hours worked on the holiday; provided however, all work performed on July 4, Thanksgiving and Christmas will be paid at double time. All holidays will be banked for use at a later time, unless the employee opts to be paid for the holiday. If the employee wants to be paid for the holiday, such payment must be requested prior to the end of the pay period in which the holiday falls.

B. Computation for Overtime

Holiday base pay shall be computed as time worked for purposes of *overtime* pay.

C. Additional Holidays

Additional holidays designated by the President of the United States and the Governor of Maine or the County Commissioners shall also be paid holidays.

D. Holiday on Vacation or Day Off

1. Holiday on Scheduled Day Off

If a holiday falls on employees scheduled day off the holiday will accrue to be taken at a later date.

2. Holiday During Vacation

If a holiday falls during an employee's vacation time, the employee may opt to use a day of vacation and bank the holiday for use at a later time pursuant to Article 13.

E. Notice

Accrued holiday time shall be taken on the basis of seniority if more employees request the same leave period than can be accommodated by scheduling as long as requests are submitted in compliance with this section. Leave of eight (8) hours or more shall require a forty-eight (48) hour advance request in writing and shall be answered in writing within twenty-four (24) hours or shall be deemed granted.

Exceptions to the notice period are as follows:

1. Holidays used to extend bereavement leave.

2. Holidays used to extend sick leave once sick leave has been exhausted.

F. Accrual of Holidays

Employees may accumulate all thirteen (13) holidays and carry them forward into a new calendar year. Employees may use their holidays as provided in this article, or be paid for (cash out) up to eighty (80) hours of any combination of accumulated holiday or vacation time in a lump sum by requesting such payment in writing on a Request for Time Off Form (RFT), or by procedure utilized by the Finance Department for this purpose. Payment will be made by separate direct deposit advice on the first (1st) pay date in November. Written requests must be received by the Finance Department no later than two (2) weeks prior to the payout date.

G. Donation of Holidays

Employees may donate accumulated holidays to other employees under the following conditions:

1. All Leave Exhausted

   Employees receiving such donation shall have exhausted all paid leave.

2. Authorized by the CCR Communications Director.

3. Recipient must have demonstrated judicious and responsible use of sick leave

4. Rate of Pay

The employee receiving the transfer shall receive his/her regular rate and the employee making the contribution shall have the day's pay deducted at this/her regular rate.

ARTICLE 14- REST BREAKS

A. Rest Breaks

Rest breaks of fifteen (15) minutes maximum shall be granted by the shift supervisor or OIC once during the first half and once during the last half of the work shift when possible. Dispatchers who are scheduled to work twelve (12) hour shifts shall receive a break about every four (4) hours. No break will be granted during a period of emergency operation affecting the health, safety, and welfare of the County citizens.

ARTICLE 15- WAGES

A. Wages

1. Wages:

Employees shall be paid in accordance with Appendix A. Retroactive pay, if applicable, shall be paid to those employees who are covered by the CCCA Collective Bargaining Agreement as of the date of ratification of this agreement.

a.1. Year 1 - Retroactive to the first pay week in January 2025, the base hourly wage scale shall be increased by eight percent (8%).

b. Year 2 - Effective the first pay week in January 2026, the base hourly wage scale shall be increased by four percent (4%).

c. .

2. Placement on Pay Scale - Lateral Service Credit

Newly hired employees who are Academy Certified Communications Officers (ACCO) with prior experience working in another communications center may be initially placed up to the 10 years of service step on the pay scale for comparable years of credible service.

Lateral service credit and initial placement on the pay scale may be determined by the CCRCC Director and Human Resources Director upon a review of prior work experience and credible service as an ACCO.

[Example: A new ACCO who is initially placed at the 3-year step for comparable outside years of service will advance to 5 years of service step after 2 years at the CCRCC. Similarly, if initially placed at the 10-year step for outside service, they may advance to the 15-year step after 5 years of service at the CCRCC.]

3. Effective Date of Pay Increases

Pay increases will be effective on the first day of a pay week. Pay rate changes such as step and grade changes will be effective on the first day of a pay week. Pay changes based on an anniversary or seniority date which falls from the first day of a pay week through Wednesday of that week will be effective as of the first day of that pay week and effective on the first day of the next pay period for anniversary or seniority dates that fall after Wednesday of that week.

4. Shift Differential

Effective the first pay-week upon ratification, employees who work the evening shift from 3:00 p.m. to 11:00 p.m.; 1500 to 2300 hours, shall receive a stipend of $..50 per hour. Employees who work the night shift from 11:00 p.m. to 7:00 a.m.; 2300 to 0700 hours, shall receive a stipend of $. .65 per hour.

B. Field Training Officer Pay (FTO)

1. A stipend of one dollar ($1.00) per hour will be paid to FTO's during training time to qualify employees.

2. FTO's are eligible for paid time off after completion of an extended FTO training process, as follows:

   a. Eight (8) hours of paid time off after an 18-week training session
   b. Four (4) hours of paid time off after a 9-week training session.

3. The CCRCC Director, or Designee, and FTO will coordinate and schedule the paid time off as soon as is practicable following completion of the extended training session.
4. Paid time off will be scheduled on a day when the CCRCC is sufficiently staffed and filling the vacant shift will not create overtime.

C. Promotion

When a Dispatcher is promoted to a Supervisor position they shall be placed on the Supervisor hourly wage scale as indicated in Appendix A.

D. Pay in a Higher Classification

1. Officer in Charge (OIC)

The OIC is responsible for ensuring that the highest quality of service is provided to the citizens and public safety agencies served by the CCRCC.

The CCRCC Director, or Designee, will initiate a selection process to designate up to a maximum of fifteen (15) qualified Officers in Charge (OIC). Designated OICs shall receive a $0.25 per hour differential added to their base hourly rate of pay.

Designated OICs will serve as a Field Training Officer (FTO) when designated, and assist in the coordination of the operations of the CCRCC in the absence of a shift supervisor. Additional FTO compensation as defined in the above Section B, Field Training Officer Pay, is in addition to OIC pay, if applicable.

Officer in Charge Minimum Qualifications

- Minimum of 1 year of continuous service at the CCRCC as a Public Safety Dispatcher
- Performs all functions of a Public Safety Dispatcher, and is capable of working all stations within the CCRCC
- Certified Field Training Officer (FTO) or Certified Agency Quality Assurance (QA) Specialist, or the ability to become certified within six (6) months; may be extended for extenuating circumstances with approval of the CCRCC Director.

Officer in Charge Selection Process

- Submit a letter of request to the CCRCC Director, or Designee
- Participate in an interview with oral board comprised of a minimum of one representative from CCRCC management, and CCCA,. Final decisions shall be made by the CCRCC Director.

When there is no supervisor on a shift, the supervisor on the previous shift shall designate a

qualified Officer in Charge (OIC) who shall perform the full range of responsibilities of a supervisor.

When there is no supervisor or designated OICs on a shift, the supervisor on the previous shift shall designate a Dispatcher to serve as the OIC, and shall be paid an additional $1.50 per hour for all hours worked in the OIC capacity.

2. Bargaining Unit Position

When there is no supervisor on a shift, the most senior dispatcher working the shift shall be designated as the Officer in Charge (OIC) and shall perform the full range of responsibilities of a supervisor and shall be paid an additional $1.50 per hour for all hours worked in the OIC capacity.

3. Non-Bargaining Unit Position

When a unit employee is requested to perform a significant amount of work for an employee in a higher classification not in the bargaining unit, management will discuss the responsibilities that will be performed with the unit employee. If the duty the unit employee is expected to perform is a significant amount of the non-unit employee's work, the unit employee will receive a 5.0% increase to their base hourly rate of pay for all hours worked for the duration of the higher classification, non-bargaining unit temporary assignment.

E. Overtime Pay

Overtime will be paid for all hours worked over forty (40) in a seven (7) day work period, which includes pass down time at the end & beginning of shifts.

F. Overtime List

Overtime offered to unit employees shall be done on a rotation basis by seniority as follows:

1. Overtime List

Overtime will be offered to qualified unit members on a rotation basis based on seniority.

2. Overtime Known Five or More Days in Advance

Overtime shifts known five (5) or more days in advance shall be entered into the ·electronic "overtime book." The shifts will include date and time requested and closing date.

Unit members will sign the overtime book electronically indicating whether or not they would accept the overtime shift or a partial shift. After the closing date, the shift will be offered by rotation to the next senior unit members who expressed availability for the shift. If a unit member does not sign the book, it will be assumed that the member is not available to work the shift.

Once a shift has been filled with the next senior unit member, that unit member will go to the bottom of the next due seniority list.

3. Overtime Shifts known fewer than Five Days in Advance

Time off requests will be submitted electronically in the scheduling software. Time off requests known 5-days in advance will be sent to staff through the scheduling software. Time off requests known less than 5-days will be sent electronically to the staff through a text message. Time off requests that have multiple employees accepting those requests will be filled based on seniority. Time off requests known less than 5-days will have a 30-minute wait period before assigning the time once request is transmitted and will be filled based on seniority.

4. Use of Benefit Time if Unable to Work

An employee who has been assigned, and has been approved by the Director or designee, to work any extra hours, shall be required to use their benefit leave to the extent available (sick, vacation, personal, holiday) if they are unable to work the scheduled overtime hours.

5. Overtime Not Requiring Use of Seniority List

When overtime is offered under the following circumstances, it is not required that the seniority list be used:

a. Any block or shift portion of four (4) hours or less.

b. Any "emergency" situation, such as Incident Command Dispatching, CCRCC staffing shortage and inclement weather staffing.

6. Maximum Allowable Overtime per Week

Unit employees are restricted to physically working a maximum of seventy-two (72) hours per payroll week; thirty-two (32) hours of overtime per payroll week, with the following exceptions:

a. Management declares a situational emergency which requires additional staffing;

b. Overtime as a result of training/meetings, or hours not physically worked (example: holiday pay) shall not count towards the thirty-two (32) hours;

c.

7. Filling of Requests for Time-Off (RTOs)

Supervisory / OIC staff will advertise Requests for Time off (RTOs) electronically, in accordance Article 15, Section F.

a. **Seniority**. RTO's submitted at the same time (same day) will give preference to Seniority. After the same day, preference will be given to 'first come, first served".

b. **Shift / hours worked.** RTO's on different shifts, different hours worked on the same day, will be handled separately. As an example: In the event a day shift RTO was denied, RTO's for evening and / or overnight shifts will still be considered based on the criteria detailed in Paragraphs A and B.

8. Overtime during Suspensions from Work

Employees out of work due to suspension without pay shall not be eligible to be called for overtime in the pay period(s) of the suspension. Each opportunity to work overtime during the time of suspension shall be counted as time worked for the purposes of equalization.

G. No Guarantee of Overtime

Section F does not guarantee overtime to unit employees over non-unit employees.

H. Employees Held Over

Employees who are held over at the end of their shift for four (4) or more hours with less than 72-hour notice are entitled to a meal allowance not to exceed $15.00.

I. Employees Forced to Work

Should an employee be forced to work in a week in which the employee uses a vacation day, all the hours worked on the force will be paid at time and one-half. However, should the employee call out of work sick in the same pay week which vacation and the corresponding force occurred, the time and a half rate will be adjusted to straight time.

K. Task Assignments

The Director/Deputy Director will formalize job responsibilities for each task assignment. Qualified employees actively performing task assignments identified below will receive a stipend. In situations where an employee is performing one or more task assignments, they will receive the higher specialty stipend. There is no stacking of stipends for employees performing multiple task assignments.

Effective the first pay-week upon ratification, the three (3) employees assigned by the CCRCC Director, or designee, to serve as the Terminal Agency Coordinator (TAC), , Scheduling Coordinator, and Lead QA Specialist shall receive a stipend in the amount of $.38 per hour added to their base hourly rate of pay.

Effective January 1, 2026, the Training Team Coordinator (max of 1) and the Response Team Coordinator (max of 1) shall receive a stipend in the amount of $.38 per hour added to their base hourly rate of pay.

Effective January 1, 2026, the Tac Team Officer(s) (max of 5); the QA Specialist(s) (max of 5); Response Plan Team Member(s) (max of 5) shall receive a stipend in the amount of $.20 per hour added to their base hourly rate of pay.

ARTICLE 16- WORK WEEK AND WORK DAY

A. Regular Work Week and Schedule Changes

1. Shift schedules for dispatchers and supervisors shall consist of: four 10's // two 12's and two 8's // five 8's. The schedule for supervisors and dispatchers shall include a thirty (30) minute paid meal break.

2. Work Week for Pay Purposes

During the term of this Agreement, the designated work week for payroll purposes shall be 7:00 a.m. on Sunday to 6:59 a.m. the followingSunday.

B. Non-Unit Personnel

Non-unit personnel shall not be permitted to fill unit vacancies unless unit members are unavailable or there is an emergency.

C. Limit on Hours Worked

Employees will not be permitted to work more than 16 hours in a day without an eight-hour break, except in cases of extreme emergency.

D. Shift Swaps

Employees may voluntarily swap shifts within the same job classification.

An employee may voluntarily substitute for another employee during scheduled work hours without having the substituting time count toward hours worked when calculating overtime. The hours worked shall be excluded in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation under the FLSA. When one employee voluntarily substitutes (swaps shifts) for another employee each employee will be credited as if he/she had worked his/her normal work schedule for that shift. Scheduled employees will be paid for any overtime to which they would be entitled if they had actually worked the scheduled shift. Overtime time may not be withheld based on the reasoning that the employee scheduled to work the shift did not actually do the work and did not exceed the overtime threshold of over 40 hours in the same pay period as defined in Sec. A.2, above. Employees must be qualified to work the post h/she is swapping to. Swapping of overtime shifts is prohibited and a swap cannot create overtime. Swaps must be completed within the same pay period.

Requests for shift swaps must be submitted, in writing to a CCRCC Supervisor, in an approved format that shows that both parties are requesting the swap no later than Monday of the pay week in which the shift swap is to occur. The request must be approved, in writing, by a CCRCC Supervisor, prior to the occurrence of the shift swap.

A "swap on" employee who has voluntarily agreed, and been approved by the CCRCC Director or designee, to work another "swap off" employee's shift shall be required to use their accrued benefit leave to the extent available (sick, vacation, personal, holiday) if he/she misses or is unable to work the shift trade.

A Supervisor may swap shifts with a line staff member, with prior approval of the CCRCC Director or Deputy Director.

ARTICLE 17- CALL IN PAY

A. Call Back Pay

Employees called back to work shall receive a minimum of four (4) hours pay at the appropriate rate of pay. In lieu of pay, employees may take compensatory time at the appropriate rate, as may be allowable by the Fair Labor Standards Act or other appropriate statutory reference. This section applies only when a call back results in hours worked which are not annexed consecutively to one end or the other of the working day or working shift. This section does not apply to scheduled overtime, call-in time annexed to the beginning of the work shift or holdover times annexed to the end of the work shift or work day.

B. Call Back Work

There will be no requirement for the employee to remain working beyond the time necessary to satisfactorily perform the assignment for which the employee was originally

called.

ARTICLE 18- COURT APPEARANCE

Employees required to report to testify in Court on behalf of the Employer will be paid their regular rate of pay for a minimum of three (3) hours.

1. Employees who are compensated by the County for attendance at court are required to turn over to the County any witness fees or other compensation received for such appearances.
2. Private litigation

   Any employee subpoenaed to appear in court as a witness in private litigation or as a party in private litigation unrelated to County employment will be given time off without pay for such attendance. Employees may use available vacation or personal time.

3. Notice requirement

   Employees required to report for possible jury duty or as witnesses shall inform the CCRCC Director, or Designee, as soon as possible of such notice to report and of any subsequent obligations.

Employees shall return to work promptly to work the remainder of their regular shift after such jury or witness duties are completed.

ARTICLE 19- MILEAGE

Should an employee be required to use his personal vehicle in the course of employment for the Employer, the Employer shall reimburse the employee at the maximum standard mileage rate as set by the Internal Revenue Service.

ARTICLE 20 - INSURANCE

A. Workers Compensation

1. Workers Compensation Benefits

The Employer shall provide employees with Workers Compensation insurance and leave benefits as required by Maine law. Any future amendments or modifications to the law or regulations will be automatically incorporated as part of this Agreement.

2. Additional Benefits

Employees out of work receiving Workers Compensation, in addition to any payment due from the Workers Compensation insurance payments, shall be entitled to the following additional benefits:

a. At an employee's discretion, accumulated vacation and holiday time may be used to continue contributions to the MainePERS System. Sufficient days will be deducted from accumulations to cover the full cost of the contributions.

b. An employee will maintain his/her rank, shift, and days off for a period of no more than twelve (12) months while out of work and receiving Workers Compensation insurance payments provided the employee, on a monthly basis, reports in person or by telephone to the Human Resources Director or designee as to his/her current treatment plan, progress and planned date of return to duty.

c. Employees who are receiving workers compensation may use sick leave to make up the difference between their workers compensation payment and their average weekly wage, as calculated for purposes of their workers compensation claim.

B. Retirement

1. Maine Public Employees Retirement System

The Employer shall provide retirement coverage equivalent to that currently provided by the Maine Public Employees Retirement System.

Effective January 1, 2024, employees who qualify under MainePERS regulations will be moved to the Special Plan 2C – 25 years/no age.

2. 457 Plan

Employees with three (3) years of continuous service and not in Maine Public Employees Retirement System may opt to participate in the employer provided 457 plan. The Employer shall match up to seven (7%) of the employee's contribution to such plan.

3. Roth IRA

A Roth IRA is a savings vehicle that can complement other County retirement plans by allowing tax-free earnings and, if needed, flexible withdrawals.

Employees may participate in any Roth IRA Plan offered by the County with 100% employee contributions through payroll deduction. There is no County matching contribution. The County may contract with any Roth IRA provider(s) of its choosing. Participation shall be governed in accordance with the Plan document.

C. Social Security

The Employer shall provide employees with Social Security coverage or its equivalent program.

D. Group Life Insurance

At their own expense, employees may participate in Maine Public Employees Retirement System Group Life Insurance or the Maine Municipal Employees Health Trust (MMEHT) Group Life Insurance programs as long as they are available.

E. Medical Insurance

1. Medical Insurance Premiums

The Employer shall provide a comprehensive group hospital, surgical, and major medical plan for all unit employees working at least thirty 30 hours a week, and regularly scheduled year round. New employees who are eligible will be enrolled in the plan on the first of the next month following his/her date of hire. The Employer shall contribute 100% towards the cost of the individual plan, ninety percent (90%) towards the cost of the adult with children plan, and eighty percent (80%) towards the cost of family plan; provided however that for new employees hired after July 9, 2012, the County shall contribute 95% towards the cost of the individual plan.

2. Withdrawal from Coverage

Employees who voluntarily elect to withdraw from participation in the medical insurance program provided by the Employer may do so upon presentation of proof of other medical coverage at time of hire, or any time there is a qualifying event during the year. [Example: Spouse obtains medical coverage from their employer] For continuing eligibility, presentation of proof of other medical coverage must be provided to the Human Resources Department annually during the benefits open enrollment period which starts November 15, and no later than January 1. Employees withdrawing from coverage will be compensated sixty percent (60%) of the savings of single premium coverage each pay period in which a premium for health insurance is not paid by the County for the employee.

F. Insurance Payment While on Leave

The Employer will continue to contribute its portion of the health insurance premium for any employee on leave under the Family Medical Leave Act and for an employee out of work on Workers Compensation twelve (12) months from date of incapacitation. The employee may continue to participate in the group health insurance plan if s/he pays the full cost of the total monthly premium and provided that the cost of the premium is delivered to the Finance Director in the month that it is due and provided the insurance carrier allows such a person to continue as a member of the group. Failure to submit the premium payment to the Finance Director when it is due will result in the employee being dropped from the group plan.

G. Dental Insurance

1. Employees with Less Than 3 Years of Service

Employees shall be permitted to enroll in a group dental insurance program and have premiums for such program deducted from their paycheck. Only one (1) group plan shall be permitted.

2. Employees with At Least 3 Years of Service

Employees with at least three (3) years of continuous service shall be permitted to enroll in a group dental insurance program provided by the Employer. The Employer shall contribute fifty (50%) of the cost of the individual premium cost.

H. Vision Program

Employees with at least one (1) year of continuous service shall be eligible to be reimbursed for up to fifty dollars ($50.00) per year for the cost of an eye exam from a licensed practitioner or towards the cost of eyewear, upon presentation of a dated receipt for such service. The receipt must be dated and presented in the year of the reimbursement. This benefit may be used by the employee and family members who fall under the health insurance plan.

Employees will be permitted to purchase vision insurance offered through the Maine Municipal Employees Health Trust (MMEHT) at their cost.

I. Domestic Partner Coverage

Coverage under the County's medical and dental insurance is available to domestic partners of employee's subject to the rules of the Maine Municipal Health Trust and the continuation by the County in that program. The premium payment for domestic partner coverage will be the same percentage as the county pays for the family premium cost for medical and dental insurance. The County currently pays 80% of the cost of premium for family medical insurance coverage and no portion of the cost of the premium for family dental coverage. Any employee who enrolls in domestic partner coverage is liable for all taxes, state and federal income tax and FICA, on that portion of the premium paid by the County for the domestic partner coverage.

J. Income Protection Insurance

This insurance is an optional benefit offered through Maine Municipal Employee's Health Trust (MMEHT) that protects against loss for a non-occupationally incurred illness or injury. The premiums are employee paid and coverage starts after a waiting period, which is the first of the next month following their date of hire. The County provides payroll deduction.

ARTICLE 21 - UNIFORMS

The uniforms for communications personnel will be provided by the County and will consist of the items as outlined in Appendix C.

ARTICLE 22 - TRAINING AND EDUCATION

A. License Fees

The County agrees to pay the certification and recertification licensing fees for Emergency Medical Dispatch (EMD), any required Fire and Police protocols, and any other licensing fees levied to employees by the State or any governing Agency.

B. Conferences

An employee approved, by the Director or designee,to attend a seminar, conference, or course of training shall be considered working and will receive his/her normal wages or salary as well as reimbursement for transportation, meals, lodging and tolls, etc. (See County Administrative Regulations and Policies for form(s) and allowances). Following completion of the seminar, conference, or training, the employee must submit proof of their expenses to the Director or designee in order that payment may be disbursed. In certain circumstances, the employee may receive an advance of expenses provided application is made to the Director, or designee, at least seven (7) days prior to the commencement of the training, course, conference, or seminar.

C. Course Reimbursement

Employees will be reimbursed for the cost of tuition for college, university, or continuing education courses that are work related and approved in advance of taking the course by the County Manager who shall take into consideration the recommendations of the CCRCC and Human Resources Directors. Work related shall mean a course that is directly related to any actual job classification within County government. The rate of reimbursement shall be up to the tuition rate charged by the University of Southern Maine. The decision of the County Manager is not subject *to* arbitration. Payment will be made by the Finance Department upon receipt from the employee to the Human Resources Office a transcript or other acceptable documentation showing the grade for the course and a receipt or canceled check for the amount of tuition as follows:

Employees will be reimbursed for the cost of tuition for college, university, or continuing education courses that are work related and approved in advance of taking the course by the Human Resources Director. Work related shall mean a course that is directly related to any

actual job classification within County government. The rate of reimbursement shall be up to the tuition rate charged by the University of Southern Maine. The decision of the Human Resources Director is not subject *to* arbitration. Payment will be made by the Human Resources Director upon receipt by the Employer of a transcript showing the grade for the course and a receipt or canceled check for the amount of tuition as follows:

1.	Grade of A	100% reimbursement
2.	Grade of B	80 % reimbursement
3.	Grade of C	60% reimbursement

D. Mandated Training

Employees, who do not complete the mandated State training either because the County failed to enroll the employee or because no courses were available with vacancies, shall not be terminated for such failure. The County shall apply for a waiver permitting these employees to continue working. However, if State statute requires termination, the employee shall be granted unpaid leave of absence with no benefits or seniority accrual until such required training is completed. Employees on such leave of absence shall be given a priority slot at the academy. An employee's failure to complete or enroll in required training shall be grounds for dismissal.

E. Payment for College Degrees

Employees possessing a university or college degree shall be paid as listed below.

1. Master's Degree	.50 per hour
2. Bachelor's . Degree	..45 per hour
3. AssociatesDegree and Military (Military-minimum of 4-years Active Duty-Honorable Discharge)	25 per hour

F. Payment for College Degrees

The payment for such degree shall begin when the employee submits proof of such degree and it has been approved. If an employee leaves employment with the County within twelve (12) months of completion of any reimbursed course, the employee shall reimburse the County 1/12th the cost of the course for each month less than 12.

ARTICLE 23 – SENIORITY

A. Definition

1. There are two types of seniority – County seniority is defined as the length of continuous service within the County. Classification seniority is defined as length of time worked in the classification Employees are on probation for 6-months from date of hire, if they are a certified ETC (Emergency Tele Communicator). Employees hired with no certification are on probation for 6-months after successful completion of Academy Certified Communication Officer (ACCO) training, but not to exceed 12-months from date of hire with the CCRCC.

2. .

B. Multiple New Hires

1. When 2 or more new employees have the same hire date, their order on the seniority list will be based on how the individuals scored during the recruitment process.

2. When a municipality consolidates with CCRCC and 2 or more municipal employees have the same hire date with CCRCC, their placement will be as of the hire date of CCRCC. The employee's order of placement on the seniority list will be based on the seniority with the municipality.

3. Should there be a municipal consolidation and a newly hired employee/s that begin employment with CCRCC all on the same date, placement on the seniority list will be determined by implementing #2 first then #1 as stated above.

C. Use of Seniority

1. Classification seniority shall be the governing factor in cases of shift assignment, pay, and layoff/recall. County seniority shall be the governing factor in all other matters where length of service is applicable. Except as provided for in Article 24 sec A.

2. Layoff and Recall

Classification Seniority shall be the governing factor in cases of layoff and recall. In the event of a layoff or reduction in work force, in the classification of shift supervisor, classification seniority (time worked in classification) will be calculated and the least senior shift supervisor will be laid off. In lieu of layoff, the affected shift supervisor may displace the least senior dispatcher.

In the event of a layoff or reduction in work force, in the classification of dispatcher, the least senior dispatcher will be laid off.

Employees will be recalled by order of seniority to the classification from which they were laid off.

3. Vacancies

County seniority shall be the governing factor in event a shift supervisor wishes to demote to a dispatcher position.

ARTICLE 24 - FILLING OF VACANCIES

A. Filling of Job & Shift Vacancies

All job vacancies that are filled shall be filled in the following manner:

1. The position will be posted within the department for seven (7) calendar days.

2. In the event a shift supervisor wishes to demote to a dispatcher position, the shift supervisor's county seniority shall be utilized in the bid process.

3. If no qualified applicant applies for the position, the position may be filled from outside the unit.

B. Bargaining Unit Shift Supervisor Promotions

1. Application Process

Employees qualified for the promotion shall make application for the position. Applicants who are not minimally qualified will be screened out of the process by the Human Resources Office. Those who are qualified and those deemed not qualified will be notified accordingly. In addition to the qualifications in the job posting, to qualify for a shift supervisor's position, employees must have been employed at least one (1) year as a full-time certified dispatcher as of the date of the job posting.

2. Promotion Criteria

Promotions shall consist of the following criteria:

a. Oral Board 30% of score

b. Test 20% of score

c. Evaluation 20% of score

d. Seniority 15% of score

e. Work Records 15% of score

3. Oral Board

All qualified applicants shall appear before an Oral Board composed of five (5) members, two (2) shall be selected by the Association, two (2) selected by the Employer, plus a fifth (5th} member from outside the agency, to be mutually agreed to by the Employer and the Association. The Board shall use a prepared list of questions which shall be asked of each candidate. The questions shall be drafted by the promotion board in order to fairly and uniformly test each candidate. The questions will be reviewed by the Human Resources Office in order to ascertain that all the questions are legal. The highest and the lowest score of the five (5) Board members shall be eliminated with the remaining three (3) scores averaged. Employees will be ranked according to their total score.

4. Work Record Criteria

The Work Record Criteria Review Board shall be comprised of a minimum of three (3) members, to include the CCRCC Director, or their designee, one (1) representative of the CCCA, and one (1) representative from Human Resources. The Board shall score work records as follows:

a. Documents complimenting employees work will be classified according to the Department Policy and awarded the following points:

1.	Letter of Recognition	1 point
2.	Department Commendation	2 points
3.	Employee of the Quarter	3 points
4.	Employee of the Year	4 points
5.	QA Specialist of the Year	3 points
6.	Trainer of the Year	3 points

b. Discipline in an employee's personnel file shall be treated for promotional purposes as follows:

1.Written warning -1 point

Written warnings shall not be considered for promotional purposes after six (6) months from the date of the warning.

2.Written reprimand -2 points

Written reprimands shall not be considered for promotional purposes after one (1) year from the date of the reprimand.

3.1-2 day's suspension -3 points

One (1) to two (2) days suspension shall not be considered for promotional purposes after three (3) years from the date of the suspension.

4.3-5 day's suspension -5 points

Three (3) to five (5) days suspension shall not be considered for promotional purposes after five (5) years from the date of the suspension.

5.6 or more days suspension -8 points

Six (6) or more day's suspension shall not be considered for promotional purposes after eight (8) years from the date of the suspension.

5. Promotions List

The promotion list shall be valid for twelve (12) months from the date it is established, which is the date Labor and Management meet for final scoring of the promotional worksheet. Candidates will receive a copy of the respective Promotional Worksheet and overall ranking in writing. Human Resources will post the candidate names on the promotional list via the intranet. The names of the top three highest ranked candidates on the list will be provided to the Director who will fill the promotion from one of those candidates. The candidates not selected for the promotion shall remain on the list in their order of rank. When there are more than three (3) candidates in the overall list, candidate #4 will move into the top three list and so on. The Director will again fill the promotion from the top three on the list, until the list is exhausted or expired.
Prior to selection the Director will meet with a CCCA representative and a H.R. representative and take in any feedback provided.
If a candidate refuses a promotion from the list two (2) times, they will be removed from the list. This process will be followed each time a new promotions list is established.

6. Tie Breakers

In the event of a tied score, the employee with the longest full-time continuous employment with the County will be higher ranked on the promotion list.

7. Probation Period

Promoted employee shall serve a six (6) month calendar day's probation period during which time management may move the employee back to his/her former job classification if the employee does not perform the new duties adequately. Before employees can be moved back to their former position, a written evaluation must be prepared for the employee in the promotional position. Employees shall have a twenty (20) days worked period to determine if they wish to remain in the new position after which they may elect to return to their former job classification.

C. If No Qualified Applicant

If no qualified applicant applies, the position may be advertised outside the department.

D. Non-Arbitral

Promotions shall not be arbitral.

ARTICLE 25 – OUTSIDE EMPLOYMENT

A. Employees seeking outside employment should always remember that Cumberland County is their primary employer providing their fringe benefits

B. Outside employment is secondary employment; therefore, if the employee is needed to work in Cumberland County, either in a holdover situation, or in the event of an emergency, the secondary employment may not interfere with this need.

C. Injury or illness contacted as a result of secondary employment will not generally be eligible for County paid sick leave.

D. Personal days should not be used for secondary employment.

E. Secondary employment should not adversely impact employment with Cumberland County by the employee reporting to work without proper rest or break.

F. No secondary employment will cause a conflict of interest with employment in Cumberland County.

G. A violation of any of the above principles may result in discipline, up to and including discharge.

ARTICLE 26 - DISCIPLINE

A. Employee Interview

If an employee is to be interviewed concerning allegations of misconduct, the investigator shall inform the employee of the allegations. Nothing shall preclude the employer from expanding the scope of the investigation based upon information obtained during the investigation process. The investigator shall identify the source of the allegations, unless the employer believes that the circumstances require nondisclosure of the source.

B. Documents

When the investigation results in disciplinary action against an employee, the employee is entitled to a copy of the entire investigation, which shall include a copy of the recorded interviews and documents gathered by the Employer as part of the investigation. The employee is entitled to only one (1) copy of these documents. If a pre-determination hearing is held, the County will provide the copy to the employee at least forty-eight (48) hours prior to the hearing. The employee has the sole responsibility to provide his/her representative with the documents.

C. Association Representation

If an employee is to be interviewed concerning allegations of misconduct, the employee may have Association representation during the investigation.

D. Timely Investigation and Notification

The investigation shall be conducted without unreasonable delay and the employee will be advised of the final outcome of the investigation. At the end of the thirty (30) work days, the employee will be informed of the status of the investigation. Should additional time be needed to conduct a fair and accurate investigation, the employee and Union will be notified in writing by the investigator prior to the end of 30-days and give an estimate of additional time needed.

E. Just Cause

1. Standard

No employee, after successful completion of twelve (12) continuous months of employment shall be disciplined or dismissed without just cause. Any grievance filed as a result of such action may begin at the step where the discipline or dismissal originated. If the employer has reason to reprimand an employee for failing to fulfill his/her responsibilities as employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

2. Adverse Material

Employees may respond to adverse material placed in their personnel file within ten (10) working days of receipt of the material. The response shall be in writing and will be attached to the original document, with a copy of the response being provided to the author of the adverse material.

3. Personnel Files

Discipline in an employee's personnel file may be cited in subsequent disciplinary proceedings, subject to the following limitation:

a. Written Counseling shall not be considered after 1 year from the date of the counseling.

b. Written Warnings shall not be considered after 2 years from the date of the warning.

c. Written Reprimands shall not be considered after 3 years from the date of the reprimand.

d. Suspensions of 1 – 3 days shall not be considered after 5 years from the date of the suspension.

e. Suspensions over 3 days shall not be considered after 10 year from the date of the suspension.

Provided however, if an employee receives additional discipline during any period cited above, the prior discipline may continue to be cited during the period of the additional discipline.

4. Definitions

For the purpose of discipline, the definition of a day equals Ten (10) hours.

F. Polygraph Examination

The taking of a polygraph examination test will be by mutual agreement of the Employer and employee. Once there has been such agreement, the results of the tests may be introduced in any hearing involving the employee.

G. Leave from Work

Any leave from work, required by the Employer, during any such internal investigation shall be without any loss of pay and/or benefits by any employee involved in said investigation.

ARTICLE 27 -WORK STOPPAGE

Employees within the bargaining unit, the Association and its officers at all levels agree that they will not instigate, promote, sponsor, or engage in any work stoppage or slowdown during the course of this Agreement. In the event that Association members participate in such activities in violation of this provision, the Association shall notify the members so engaged to cease and desist from such activities and instruct the members to return to their normal duties. The Employer agrees there will be no lockouts during the term of this Agreement.

ARTICLE 28 -MANAGEMENT RIGHTS

The Association agrees that the Employer has all rights and authority to manage its operation and to direct its work force, except those rights which are specifically abridged, modified or delegated by the provisions of this Agreement. The Association further recognizes

the right of the Employer to establish rules and regulations so long as those rules and regulations are not inconsistent with the provisions of this Agreement. The Employer agrees it will not order unit employees to do work for contracted medical health services

ARTICLE 29 -SAFETY

The Association shall have one (1) member on the joint CCRCC-EMA Safety Committee. Bi-monthly meetings are held with the County Safety Coordinator.

ARTICLE 30- SAVINGS CLAUSE

If provisions of this Agreement shall be contrary to any law such invalidity shall not affect the remaining provisions. By request of either party, the parties shall enter negotiations to amend or replace the affected provisions.

ARTICLE 31 - PARKING

Unit members will be provided free of charge parking for one (1) vehicle at the CCRCC, the parking garage, or other facility where the employee is assigned.

ARTICLE 32 -EMPLOYEE ADDRESS AND PHONE NUMBER

All employees shall be required to have a current and accurate address and phone number on file with the Human Resources Office and the Department Head. Such address and phone number shall be that of where the employee resides. The County shall not require employees to have a telephone as a condition of employment. No County employee shall give out phone numbers and/or addresses of County employees.

ARTICLE 33 - REPRODUCTION OF AGREEMENT

The Employer Agrees to provide three (3) copies to President of the Association, and post on the intranet the signed CBA within thirty (30) days of the Agreement signing date.

ARTICLE 34- DURATION

This Agreement shall be effective upon ratification by the Association and the County Commissioners, unless otherwise specified, and shall be for the period of January 1, 2025 toJune 30, 2026. This Agreement shall remain in full force and be effective during the period of negotiation.

SIGNATURE PAGE

For the:

CUMBERLAND COUNTY COMMUNICATIONS ASSOCIATION

_____
Ben Crimmin, CCCA President

_____
Holly Philbrick, CCCA

_____
Kayden Harrison, CCCA

Dated: _____

CCCA Bargaining Team

Ben Crimmin
Holly Philbrick
Kayden Harrison

For the:

CUMBERLAND COUNTY COMMISSIONERS

_____
Stephen Gorden, Chair

_____
Patricia Smith, Commissioner

_____
James Cloutier, Commissioner

_____
Jean-Marie Caterina, Commissioner

_____
Tom Tyler, Commissioner

Dated: _____

Cumberland County Bargaining Team

Amy Jennings/Chief Negotiator
Don Goulet, Labor Relations
Melinda Fairbrother-Dyer, Director
Erin Pelletier, Deputy Director

APPENDIX A
Cumberland County Communications
YEAR 1: Effective first pay period in January, 2025 - 8% Increase *(Retro paid)*

	Start	After 1	After 3	After 5	After 10	After 15	After 20
Dispatcher	$25.65	$26.80	$28.64	$29.91	$30.97	$31.99	$32.64
	Start	**After 1**	**After 2**	**After 5**	**After 10**	**After 15**	**After 20**
Supervisor **** SEE BELOW***	$32.28	$32.28	$33.13	$34.31	$35.48	$36.68	$37.89

Education/Military Exp Stipends

Type	Rate
Associates Degree	**$0.25**
Military (Min. 4 Yrs. Active Duty-Honorable Discharge	**$0.25**
Bachelors Degree	**$0.45**
Masters Degree	**$0.50**

Shift Differentials

Shift	Rate
Evening 3pm-11p	**$0.50**
Night 11pm-7am	**$0.65**

Other Stipends

Designated Task Assignment	Rate
Lead QA Specialist *(Max of 1 - paid for all hours worked)*	**$0.38**
Scheduling Coordinator (*Max of 1 - paid for all hours worked)*	**$0.38**
Terminal Agency Coordinator (*Max of 1 - paid for all hours worked)*	**$0.38**
Officer in Charge *(Max of 15 – paid for all hours worked)*	**$0.25**
Field Training Officer *(paid when working in FTO Capacity – Will "stack with OIC Stipend when applicable)*	**$1.00**

Employees who become Supervisors will be placed on the Supervisor's pay scale as follows:

Employees who are at the after 5 step on the Dispatcher's scale will be placed at the after 2 step on the Supervisor's scale and will move to the after 5 step after 3 years.

Employees who are at the after 10 step on the Dispatcher's scale will be placed at the after 5 step on the Supervisor's scale and will move to the after 10 step after 5 years.

Employees who are at the after 15 step on the Dispatcher's scale will be placed on the after 10 step of the Supervisor's scale and will move to the after 15 step after 5 years.

Employees who are on the after 20 step on the Dispatcher's scale will be placed on the after 15 step of the Supervisor's scale and will move to the after 20 step after 5 years

***** Classification Seniority shall be the governing factor in cases of shift assignment, pay, and layoff/recall, *provided however that the following grandfathered Shift Supervisor will use their County Seniority date for pay step movement:* **Scottie Franklin**

County Seniority shall be the governing factor in all other matters where length of service is applicable.

APPENDIX A
Cumberland County Communications
YEAR 2: Effective first pay period in January, 2026 - 4% Increase

	Start	After 1	After 3	After 5	After 10	After 15	After 20
Dispatcher	$26.68	$27.87	$29.79	$31.10	$32.21	$33.27	$33.94
	Start	**After 1**	**After 2**	**After 5**	**After 10**	**After 15**	**After 20**
Supervisor **** SEE BELOW***	$33.57	$33.57	$34.46	$35.68	$36.90	$38.14	$39.40

Education/Military Exp Stipends

Type	Rate
Associates Degree	**$0.25**
Military (Min. 4 Yrs. Active Duty-Honorable Discharge	**$0.25**
Bachelors Degree	**$0.45**
Masters Degree	**$0.50**

Shift Differentials

Shift	Rate
Evening 3pm-11p	**$0.50**
Night 11pm-7am	**$0.65**

Other Stipends

Designated Task Assignment	Rate
Lead QA Specialist *(Max of 1 - paid for all hours worked)*	**$0.38**
Scheduling Coordinator (*Max of 1 - paid for all hours worked)*	**$0.38**
Terminal Agency Coordinator (*Max of 1 - paid for all hours worked)*	**$0.38**
Officer in Charge *(Max of 15 – paid for all hours worked)*	**$0.25**
Field Training Officer *(paid when working in FTO Capacity – Will "stack with OIC Stipend when applicable)*	**$1.00**
Training Team Coordinator *(Max of 1 – Paid for all hours worked)*	**$0.38**
Response Plan Coordinator *(Max of 1 – Paid for all hours worked)*	**$0.38**
Tac Team Officer *(Max of 5 – Paid for all hours worked)*	**$0.20**
QA Specialist *(Max of 5 – Paid for all hours worked)*	**$0.20**
Response Plan Team Members *(Max of 2 – Paid for all hours worked)*	**$0.20**

Employees who become Supervisors will be placed on the Supervisor's pay scale as follows:

Employees who are at the after 5 step on the Dispatcher's scale will be placed at the after 2 step on the Supervisor's scale and will move to the after 5 step after 3 years.

Employees who are at the after 10 step on the Dispatcher's scale will be placed at the after 5 step on the Supervisor's scale and will move to the after 10 step after 5 years.

Employees who are at the after 15 step on the Dispatcher's scale will be placed on the after 10 step of the Supervisor's scale and will move to the after 15 step after 5 years.

Employees who are on the after 20 step on the Dispatcher's scale will be placed on the after 15 step of the Supervisor's scale and will move to the after 20 step after 5 years

***** Classification Seniority shall be the governing factor in cases of shift assignment, pay, and layoff/recall, *provided however that the following grandfathered Shift Supervisor will use their County Seniority date for pay step movement:* **Scottie Franklin**

County Seniority shall be the governing factor in all other matters where length of service is applicable.

APPENDIX B

JOB CLASSIFICATIONS

Dispatcher

Shift Supervisor

APPENDIX C

UNIFORMS

The following shall constitute the uniform for members of the bargaining unit:

4 polo shirts and 1 long sleeve fleece to be provided by the County. Said items to be replaced by the County on an as needed basis.

Employees will wear work appropriate and acceptable pants that are clean, stain free, with no tears or rips and are not shorts. Employees shall also wear work appropriate and acceptable shoes (no flip-flops).

APPENDIX D

AFFIDAVIT OF DOMESTIC PARTNERSHIP

We,_____and _____certify that we are domestic partners in accordance with the following criteria.

1. We are each other's sole domestic partner, have been legally domiciled together for at least twelve months prior to the execution of this affidavit and intend to remain as sole partners.

2. We are jointly responsible for each other's common welfare, share financial obligations and share our primary residence. We can provide evidence of joint responsibility and hereby authorize Cumberland County to verify information provided in this affidavit. Joint responsibility must be demonstrated by the existence of two or more of the following (please check two items that apply):

__ Domestic Partner Agreement or Relationship Contract
__ Joint mortgage or joint ownership of primary residence
__ Two of the following:
__ Joint ownership of a motor vehicle
__ Joint Checking account
__ Joint credit account
__ Joint lease
__ The Domestic Partner has been designated as a beneficiary on the employee's will or retirement contract.

3. We are not married to or separated from another person; at least eighteen (18) years of age; of sound mind and under no undue influence to enter into this agreement and not related by a degree of closeness which would prohibit marriage in the State of Maine.

4. We agree to notify Cumberland County within thirty (30) days should the domestic partnership be terminated.

5. We understand that falsification of information contained in this affidavit may lead to disciplinary action for the Cumberland County employee.

State of Maine
Cumberland, SS

Personally appeared before me _____who made oath that the foregoing statements made by him/her are true.

_____
Notary Public

APPENDIX E

WELLNESS PROGRAM

The parties recognize the importance of health and wellness in the quality of employee's lives. The County has established a Wellness Promotion Program focusing on health awareness and prevention. Participation in the program by employees is voluntary. This program includes incentives for employees who participate in the program.

Employees may voluntarily participate in any Wellness Program offered by the County, in addition to being eligible for any applicable participation incentives.

Final Wage Proposal

1. All Tentative Agreements on language changes to CBA
2. 1 and ½ - year contract: Jan. 1, 2025 to June 30, 2026
3. Base Wages:
    - January 1, 2025 – 8%
    - January 1, 2026 – 4%

4. Effective upon ratification of CBA - Personal Days will accrue at 10 hours.

5. Effective upon ratification of CBA – Holidays will accrue at 10 hours.

6. Effective January 1, 2026: Task Assignments

   The Director/Deputy Director will formalize job responsibilities for each task assignment. Qualified employees actively performing task assignments identified below will receive a stipend. In situations where an employee is performing one or more task assignments, they will receive the higher specialty stipend. There is no stacking of stipends for employees performing multiple task assignments.

   Designated Task Assignments:

    - Training Team Coordinator - .38/hour for all hours worked (maximum of 1)
    - Response Plan Coordinator - .38/hour for all hours worked (maximum of 1)
    - TAC - .20/hour for all hours worked (maximum of 5)
    - QA Specialist - .20/hour for all hours worked (maximum of 5)
    - Response Plan Team members - .20/hour for all hours worked (maximum of 2)

7. Effective upon ratification of CBA:
   Lead QA Specialist - .38/hour for all hours worked (maximum of 1)
   Scheduling Coordinator - .38/hour for all hours worked (maximum of 1)
   Terminal Agency Coordinator (TAC) – .38/hour for all hours worked (maximum of 1)

8. Effective upon ratification of the CBA - Designated Officer in Charge Differential (OIC) will be eligible for both the OIC stipend and the FTO stipend when applicable.

9. Effective upon ratification of CBA - Shift Differentials:
   Second-shift differential - .45 to .50/hour
   Third-shift differential - .60 to .65/hour

10. Effective upon ratification of the CBA – Training and Education
    Associates Degree - .25/hour
    Military (minimum of 4 years Active Duty-Honorable Discharge) - .25/hour
    Bachelor's Degree - .45/hour
    Master's Degree - .50/hour

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-086 **Agenda Date:** 7/21/2025 **Agenda #:**

Agenda Item Request:

Authorization for the County Manager or his designee to execute the Change Order between Landry French Construction and Cumberland County for the renovation of the old jail medical facility.

Background and Purpose of Request:
Requestor: James H. Gailey

Authorize the County Manager or his designee to sign a Change Order in the amount of $775,199.00 for the conversion of the former jail medical unit into a behavioral health unit.

Over the last year the County has been working with Landry/French Contractors for the development of a new larger jail medical facility. The new facility adds bed capacity, negative pressure cells and a modernized healthcare facility for the inmates of the Cumberland County Jail.

In any construction project, a contingency of roughly 10% of the contract price was carried for the new medical wing. Through working with Landry/French and their ability to deliver a project on time and on price, the County now has the opportunity to explore the development of the behavioral health unit, a project cut from the scope during design due to the County's inability to fund at that time. Now with the freeing up of the contingency funding, the County has the funds to explore the renovation of the old medical wing.

The means of contractual agreement will be through a change order to the existing contract with Landry/French, and SMRT keeping their crews at the jail to perform the added scope of work. We felt is was important for public transparency to bring this item to the Commissioners for their understanding and hopefully support of the additional work.
Funding Amount and Source: $775,199.00 ARPA Funding.

Funding will come from the County's designated ARPA funds. In late 2024, these funds were permanently designated to the County jail's medical unit project. If these funds are not used at the jail in support of medical services, the County could have the funds clawed back by the Department of Treasury.
Effective Date if Applicable:

Maine
Cumberland County

POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	James H. Gailey
DATE:	July 21, 2025
SUBJECT:	Change Order – Jail Behavioral Health Unit

Requested Action:

Authorize the County Manager or his designee to sign a Change Order in the amount of $775,199.00 for the conversion of the former jail medical unit into a behavioral health unit.

Background & Purpose of Request:

Over the last year the County has been working with Landry/French Contractors for the development of a new larger jail medical facility. The new facility adds bed capacity, negative pressure cells and a modernized healthcare facility for the inmates of the Cumberland County Jail.

In any construction project, a contingency of roughly 10% of the contract price was carried for the new medical wing. Through working with Landry/French and their ability to deliver a project on time and on price, the County now has the opportunity to explore the development of the behavioral health unit, a project cut from the scope during design due to the County's inability to fund at that time. Now with the freeing up of the contingency funding, the County has the funds to explore the renovation of the old medical wing.

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Funding Amount and Source: $775,199.00 ARPA Funding

Attachments: Landry/French Estimated Cost of Work

LANDRY/FRENCH CONSTRUCTION

Cumberland County Jail

Existing Medical Upgrades – DRAFT PRICING

00 - General Conditions Totals	**$378,300**
General Conditions	$378,300
01 – General Requirements Totals	**$112,476**
General Requirements	$112,476
02 – Existing Conditions and Demolition Totals	**$16,905**
Selective Demolition	$16,905
03 – Concrete	**NIC**
04 – Masonry	**NIC**
05 – Metals Totals	**$6,154**
Misc. Metals – SS Shower Enclosure	$6,154
06 – Woods and Plastics Totals	**$17,500**
Rough Carpentry	$10,000
Finish Carpentry - Millwork	$7,500
07 – Thermal and Moisture Protection Totals	**NIC**
08 – Doors/Frames/Hardware Totals	**$43,807**
Doors/Frames/Hardware	$43,807
09 – Finishes Totals	**$94,318**
GWB Half Wall	$9,950
ACT	$7,160
Flooring	$30,468
Epoxy Flooring	$7,000
Paint	$39,740

10 – Specialties Totals	**$34,372**
Signage	$3,000
Cell Padding	$30,872
Fire Extinguishers	$500
21 – Fire Suppression Totals	**$2,332**
Fire Suppression	$2,332
22 – Plumbing Totals	**$4,520**
Plumbing	$4,520
23 – HVAC Totals	**NIC**
26 – Electrical Totals	**$64,515**
Electrical	$64,515
28 – Electronic Safety and Security Totals	**NIC**
ESTIMATE TOTAL	**$775,199**
ALTERNATE #1 – Costs to remove air lock unit	**$2,931**

EXHIBIT A-4
CLARIFICATIONS & QUALIFICATIONS

LANDRY/FRENCH CONSTRUCTION

PROJECT: Cumberland County Jail Existing Medical Space Upgrades
PROJECT ADDRESS: 50 County Way, Portland, Maine
DATE: 7/2/25

GENERAL QUALIFICATIONS

1. Project completion and start date are contingent upon proof of financing, award of contract and receipt of the
2. building permit and/or Chage Order
3. A 6-month on-site construction schedule is anticipated, without material or weather delays. Schedule is contingent upon procurement of material lead times
4. In addition to the Qualifications and Assumptions noted below, all estimate scope descriptions, quantities, images, and notes serve to specify what is included in this evaluation.
5. We have based our proposal upon receiving an unoccupied work area.
6. All work is to be completed by other contractors if open contracts exist.
7. Normal working hours are the basis for labor costs. Overtime and shift differential expenses are not included.
8. A 5.0% Construction Contingency is included.
9. Escalation is not included.
10. General Liability, Workers Compensation, Automobile Insurance, and Excess Liability Insurance are included.
11. Builder's Risk insurance costs is included.
12. A Performance & Payment Bond is included.
13. Building Permit is not included. Building Permit and coordination with Authority Having Jurisdiction is by owner.
14. Our proposal excludes 5.5% Maine Sales Tax.
15. Dumpsters will be provided for all construction debris related to our scope.
16. Construction final cleaning has been included.
17. Detention hardware is currently at 26 week lead time.
18. Cell Padding is included at interior walls, interior room door and frame and floor at Isolation Room 143 ONLY. All interior fixtures are to remain existing. Cell padding lead time is currently 8 months.
19. Assumes costs to re-mobilize for installation of long lead time items.
20. Temporary utility access will be off existing facility systems. All consumption charges are by Others. These include temporary power and temporary water.
21. We assume the MEP design has been coordinated during the design process. MEP scope will be as shown in drawings only.
22. We intend on using Procore at the Project Management Software.

DIV 02 EXISTING CONDITIONS

1. Interior containment provisions and air-quality monitoring are not included.
2. Vibration or sound monitoring is not included.
3. Salvaging of existing building materials is not included unless specified otherwise.
4. Demo of any existing concrete ceiling is excluded
5. Removal and disposal of general building demolition material is included as coordinated through Sally Port. Coordination is contingent upon final review with owner

DIV 03 CONCRETE

1. All concrete scope is excluded
2. All cutting, patching, coring, infills are excluded

DIV 04 MASONRY

3. All masonry scope is excluded

DIV 05 METALS

4. We do not include special paint finishes on steel. This includes and is not necessarily limited to color galvanizing, fluid applied thermos break coatings, and intumescent paint.
5. This scope includes SS shower enclosure at Shower 149. Shower to be overlayed on existing tile.

DIV 06 WOOD, PLASTICS, AND COMPOSITES

1. Wood blocking is included only at half wall at Security 155 only. All wood blocking kiln-dried SPF or better.
2. Includes millwork at Security 155 only as shown on drawings.

DIV 07 THERMAL AND MOISTURE PROTECTION

1. No scope of work – NOT USED

DIV 08 OPENINGS

1. Includes hardware only as shown in drawings. Includes Kanescreen as shown in drawings

DIV 09 FINISHES

1. Drywalls/metal studs carried for half wall at Security 155. System to be CFMF with plywood at both sides. Impact Resistant GWB at both sides. Includes FRP at Corridor Side only
2. Flooring – Sealed concrete, Flooring as shown in drawings
3. Acoustical ceilings – As shown in drawings
4. Paint – As shown in drawings. Venting requirements are to be coordinated by the owner for exhausting fumes from existing space

DIV 10/11/12 SPECIALTIES, EQUIPMENT, & FURNISHINGS

1. All Toilet accessories/toilet partitions are excluded
2. Signage is included
3. Fire extinguishers are included.
4. Cell Padding is included at interior walls, interior room door and frame and floor at Isolation Room 143 ONLY. All interior fixtures are to remain existing. Cell padding lead time is currently 8 months.

DIV 13 SPECIAL CONSTRUCTION

1. No scope of work – NOT USED.

DIV 14 CONVERYING SYSTEMS

1. No scope of work – NOT USED.

DIV 21 FIRE PROTECTION

1. No scope of work – NOT USED

DIV 22 PLUMBING

1. Demo/Make safe is included. All Plumbing fixtures are excluded

DIV 23 HVAC

1. No scope of work – NOT USED

DIV 26/27/28 ELECTRICAL

1. Includes light fixtures as shown in drawings. Fixtures to be submitted and approved by architect. No spec for fixture type W1. Existing lighting is to remain in place until new lighting is delivered.
2. Fire alarm is excluded
3. Data as shown in locations on drawings only. All other data is excluded.
4. Security/Access Control/AV is excluded.

DIV 31/32/33 SITEWORK & SITE IMPROVEMENTS

1. No scope of work – NOT USED

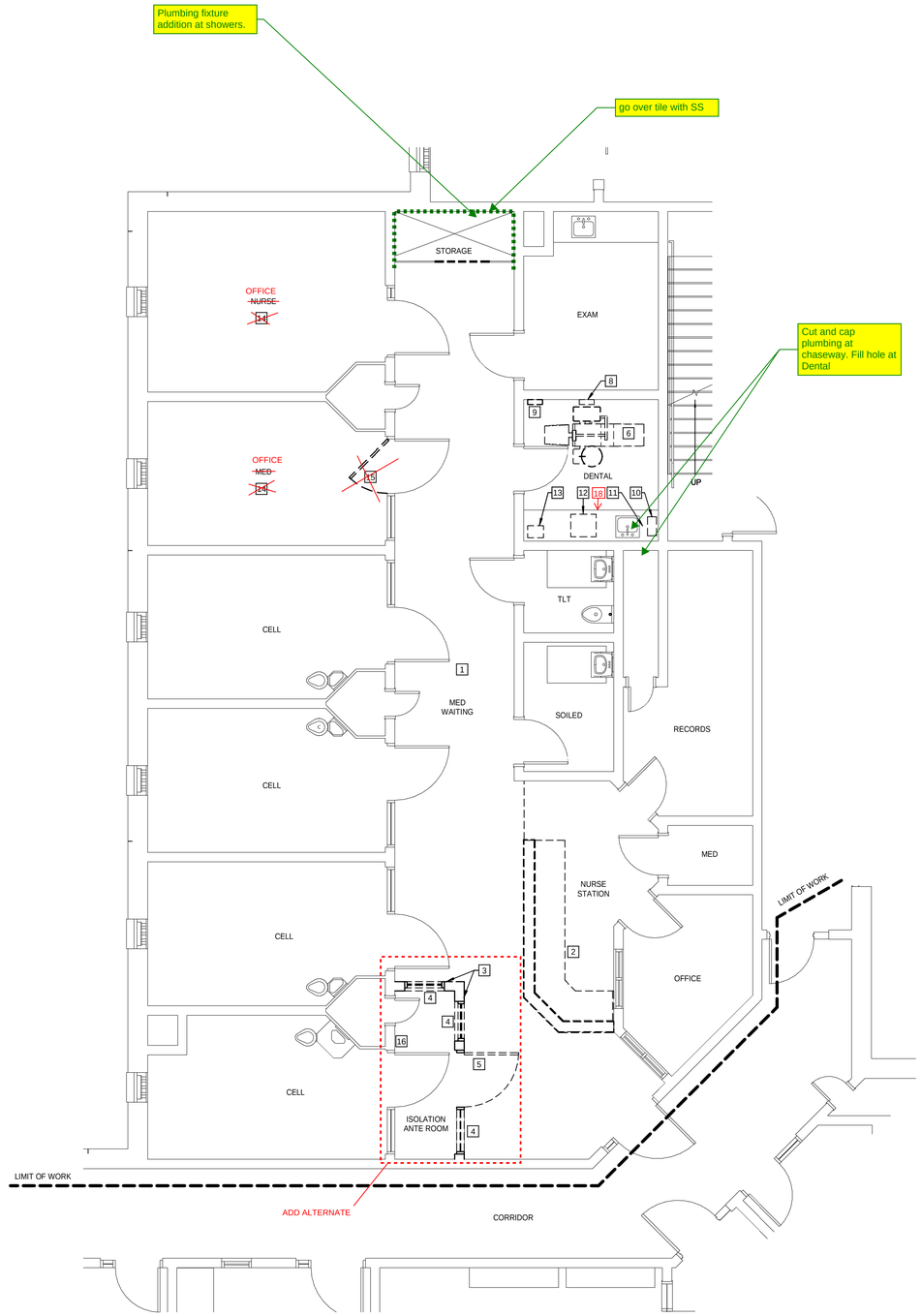
EXCLUSIONS

1. Design services and Fees, engineering, third party inspections and testing and evaluations.
2. We exclude air blower door testing.
3. Firestopping and Fireproofing are excluded.
4. We exclude third party firestop inspections.
5. Mock-Ups are excluded.
6. We exclude receipt, storage or installation of typical Owner/Occupant equipment and/or furniture.
7. We have not included the costs of city impact fees, or any utility company costs for permanent utility installation, their

fees of any kind including engineering fees, connection fees, meter and transformer cost or inspections. We understand fees are by Others.

8. Independent Material Testing & Inspection services are by Others
9. We exclude the cost to test or remove or replace any hazardous or unsuitable materials including but not limited to asbestos, lead, PCBs, or contaminated soils.
10. Excludes bituminous coatings at of hollow metal door frames.
11. We exclude blasting.
12. We exclude phasing & inability to work.
13. We exclude caulking of furniture and equipment.
14. Facility production impacts.
15. Vibration monitoring
16. All shoring is excluded.
17. We exclude ledge, rock or large boulder removal.
18. We have not included any moisture mitigation for slabs.
19. Seismic calculations and restraints for mechanical, plumbing, electrical, and acoustical ceilings.
20. Security, Access Control, CCTV is excluded.
21. Patching of existing fireproofing and fireproofing areas
22. Acoustical treatment is excluded. Patching of existing acoustical treatments is excluded.
23. Smoke detector and Fire Alarm is excluded
24. All shoring is excluded.
25. We exclude ledge, rock or large boulder removal.
26. We have not included any moisture mitigation for slabs.
27. Floor prep at existing slab, or locations of existing concrete is excluded.
28. Seismic calculations and restraints for mechanical, plumbing, electrical, and acoustical ceilings.
29. All testing/balancing/reporting is excluded
30. Excludes any costs associated with commissioning of plumbing, HVAC and controls, electrical, FA.
31. Any assumed warrantees and guarantees of any other work not performed under contract by Landry/French
32. Pricing is based on issuance of drawings provided by SMRT, and reviewed with CCJ on 6/5/25. Specifications to follow original project documents. Pricing is contingent upon final issuance of ASI. Proposal and attachments will be confirmed with finalization of documents.
33. Pricing is to be finalized via issuance of Change Order. Retainage and closeout for original project to be closed out separately prior to start of Change Order work.

END OF DOCUMENT



DEMOLITION FLOOR PLAN (A3)
1/4" = 1'-0"

DEMOLITION NOTES:

1. COORDINATE EXTENT OF DEMOLITION WITH LOCATIONS OF PARTITIONS DESCRIBED ON PLANS AND WITH LOCATIONS OF FINISHES NOTED AS EXISTING TO REMAIN.
2. ANY WALL, PARTITION OR SURFACE DISTURBED BECAUSE OF NEW WORK OR DEMOLITION SHALL BE PATCHED AND FINISHED CONTINUOUSLY TO THE NEAREST CORNER UNLESS NOTED OTHERWISE, MATCH EXISTING ADJACENT CONSTRUCTION FINISHES, CONTINUITY AND FIRE RATINGS UNLESS NOTED OTHERWISE.
3. PROTECT ALL FINISHES, MATERIALS AND EQUIPMENT NOTED AS EXISTING TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE ALL FINISHES, MATERIALS AND EQUIPMENT DAMAGED DURING CONSTRUCTION.
4. DIMENSIONS INDICATED WITH A ± ARE EXISTING CONDITION AND NEED TO BE VERIFIED IN FIELD.
5. CONTRACTOR TO HOLD A PRE-DEMOLITION MEETING WITH OWNER, CONSTRUCTION MANAGER, SUB CONTRACTORS, ETC. PRIOR TO BEGINNING DEMOLITION WORK TO REVIEW HOSPITALS POLICIES, NOISE CONTROL MEASURES, ETC.
6. CLEARLY INDENTIFY AND TAG MECHANICAL, PLUMBING AND ELECTRICAL FIXTURES OR EQUIPMENT THAT ARE STILL IN USE PRIOR TO DEMOLITION TO AVOID ACCIDENTAL REMOVAL.
7. SEE MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR THE SCOPE OF DEMOLITION IN THOSE DISCIPLINES.

DEMOLITION KEYNOTE - FLOOR PLAN

KEYNOTE	KEYNOTE DESCRIPTION
1	REMOVE EXISTING PAINTED EPOXY FLOORING. (BEAD-BLAST) PRIOR TO NEW COATINGS/MATERIALS.
2	REMOVE EXISTING CASEWORK COMPLETE
3	REMOVE EXISTING WALL COMPLETE
4	REMOVE EXISTING WINDOW AND FRAME COMPLETE
5	REMOVE EXISTING DOOR AND FRAME COMPLETE
6	REMOVE AND RELOCATE EXISTING DENTAL CHAIR
7	REMOVE PORTION OF EXISTING WALL FOR NEW OPENING
8	REMOVE ~~AND RELOCATE~~ EXISTING WALL MOUNTED X-RAY & TURN OVER TO OWNER
9	REMOVE ~~AND RELOCATE EXISTING~~ SHARPS CONTAINER & TURN OVER TO OWNER
10	REMOVE ~~AND RELOCATE~~ EXISTING ULTRASONIC CLEANER & TURN OVER TO OWNER
11	REMOVE ~~AND RELOCATE~~ EXISTING PUMP FROM LOWER CABINET & TURN OVER TO OWNER
12	REMOVE ~~AND RELOCATE~~ EXISTING STERILIZER
13	REMOVE ~~AND RELOCATE~~ EXISTING AMALGAMATOR
14	~~REMOVE ALL EXISTING CASEWORK, SHELVING, AND STANDARDS IN THIS ROOM~~
15	REMOVE EXISTING DUTCH DOOR GATE AND FRAME
16	REMOVE EXISTING LIGHT SWITCHES IN THE WALL
17	REMOVE EXISTING DETENTION WINDOW ASSEMBLY AND PRECAST CONCRETE SILLS
18	REMOVE EXISTING COUNTER & SINK

& TURN OVER TO OWNER

Remove existing flooring complete throughout?

Logistics questions:

1. Where does current staff go while work is being completed?
2. Travel path to/from space for demo removal
3. Ventilation for epoxy finishes? BT/ME to clarify extents of exhaust system
4. Low voltage scope by LFC?
5. Security/security wiring scope by CCJ?
6. POC will be assigned to scope. Tool control/check in/out will not be completed on daily basis

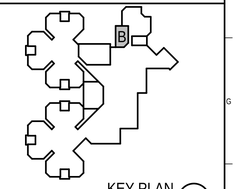
Items to clarify:

Retrofit existing lock cylinders on all iso cell doors

Toilet Accessory/Curtain Modifications/Additions?

General Notes:

Specs to follow Medical Addition Project.



KEY PLAN (F0)
N.T.S.

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CUMBERLAND COUNTY
CUMBERLAND COUNTY JAIL
MEDICAL ADDITION

50 COUNTY WAY, PORTLAND, ME

DEMOLITION PLAN - AREA B

SHEET TITLE:

0" 1/4" 1/2" 1" 2" 3"
SCALE: AS NOTED

PROJECT MANAGER:	DJM	PROJECT NO:	21254-01
A/E OF RECORD:	JGJ		
JOB CAPTAIN:	BA		01-AD102
DRAWN BY:	JLS		
SMRT FILE:	01-AD102-21254-01	SHEET No.	

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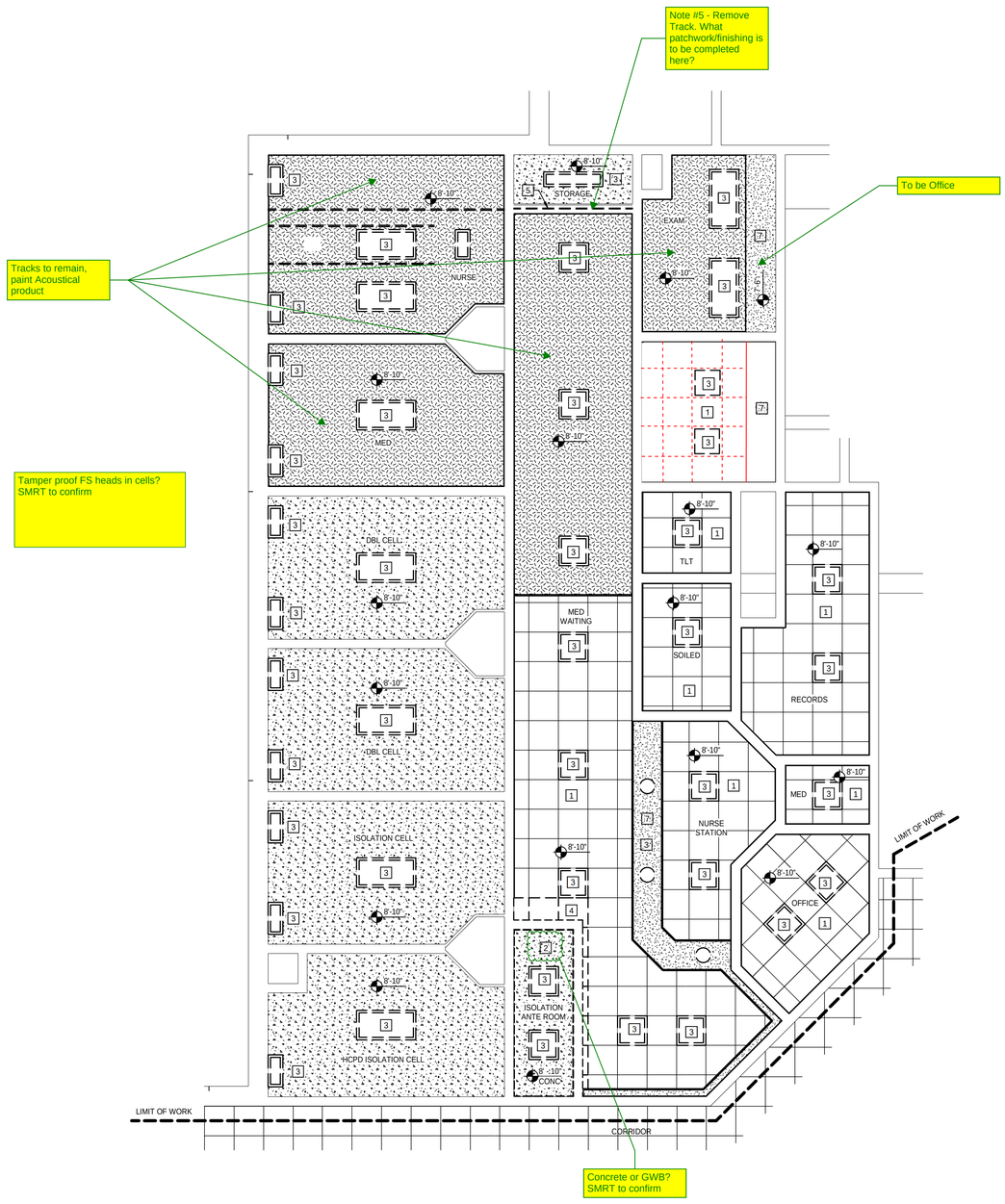
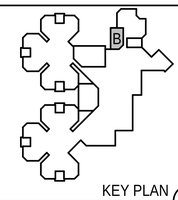


DEMOLITION CEILING LEGEND:

- EXISTING 2x2 CEILING TILE AND GRID
- EXISTING GWB CEILING
- EXISTING CONCRETE CEILING
- EXISTING SPRAYED ACCOUSTICAL PLASTER CEILING (SFP)
- EXISTING DOWN LIGHT
- EXISTING 2x2 LIGHT FIXTURE
- EXISTING 2x4 LIGHT FIXTURE
- EXISTING 1x4 LIGHT FIXTURE
- EXISTING SUPPLY DIFFUSER
- EXISTING RETURN DIFFUSER
- EXISTING EXHAUST DIFFUSER
- EXISTING LINEAR DIFFUSER

DEMOLITION KEYNOTE - REFLECTED CEILING PLAN

KEYNOTE	KEYNOTE DESCRIPTION
1	REMOVE EXISTING CEILING TILE. EXISTING GRID ASSEMBLY IS TO REMAIN UNLESS NOTED OTHERWISE. REFER TO KEYNOTE 10.
2	~~REMOVE EXISTING CONCRETE CEILING COMPLETE~~
3	REMOVE EXISTING LIGHT FIXTURE(S), SALVAGE FIXTURE(S), AND TURN OVER TO THE OWNER
4	REMOVE EXISTING CEILING TILE. REMOVE PORTION OF GRID TO THE EXENT SHOWN BY DASHED LINES.
5	Remove track
7	EXISTING GWB SOFFIT TO REMAIN



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CUMBERLAND COUNTY
CUMBERLAND COUNTY JAIL
MEDICAL ADDITION

50 COUNTY WAY, PORTLAND, ME

DEMOLITION REFLECTED CEILING PLAN - AREA B

SHEET TITLE:

0" 1/4" 1/2" 1" 2" 3"

SCALE: AS NOTED

PROJECT MANAGER:	DJM	PROJECT NO:	21254-01
A/E OF RECORD:	JGJ		
JOB CAPTAIN:	BA		01-AD111
DRAWN BY:	JLS		
SMRT FILE: 01-AD111-21254-01		SHEET No.	

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DEMOLITION REFLECTED CEILING PLAN - AREA B (A3)
1/4" = 1'-0"

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HEADING #5C – Manual Spring Deadlock- Shower

1	Set Institutional Hinge SFD	204FM SS
1	Deadlock SFD	1070A-1 HM
1	Raised Pull SFD	212C
1	Flush Pull SFD	214S (interior side)
1	Set Door Silencers RO	608

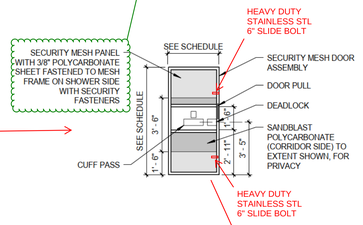
HEADING #12 - Cuff Pass

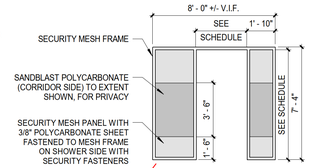
2	Hinges 203FS (Without Stop) SFD	
1	Lock 1017AT (Thumb Turn) SFD	
1	Mogul Cylinder	ASSA

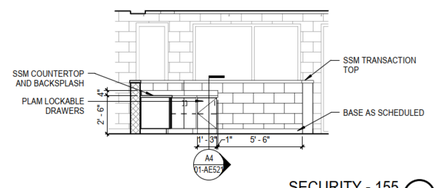
Provide Spec from manufacturer?

Kanescreen for the mesh

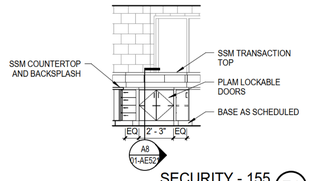
Retrofit locks to provide keyed access. ME to follow up



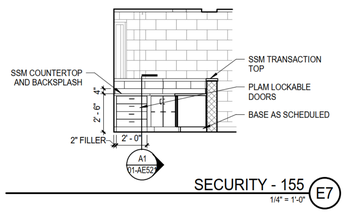




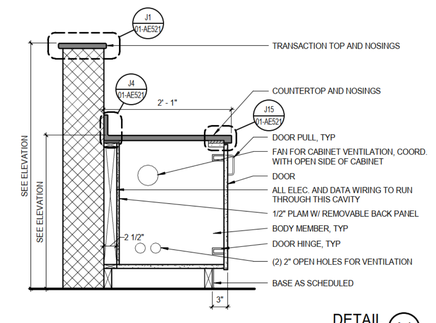
SECURITY - 155 E1
1/4" = 1'-0"



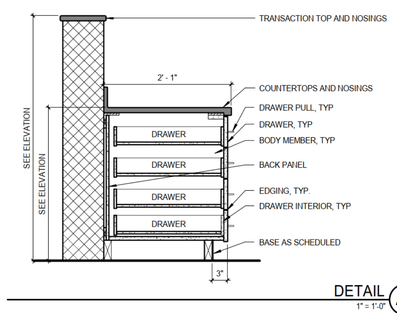
SECURITY - 155 E4
1/4" = 1'-0"



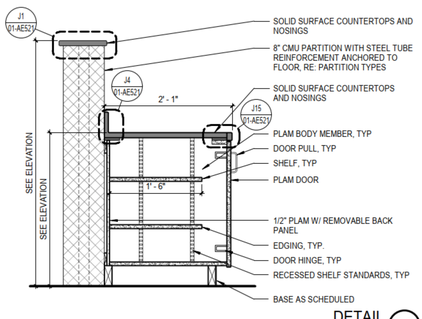
SECURITY - 155 E7
1/4" = 1'-0"



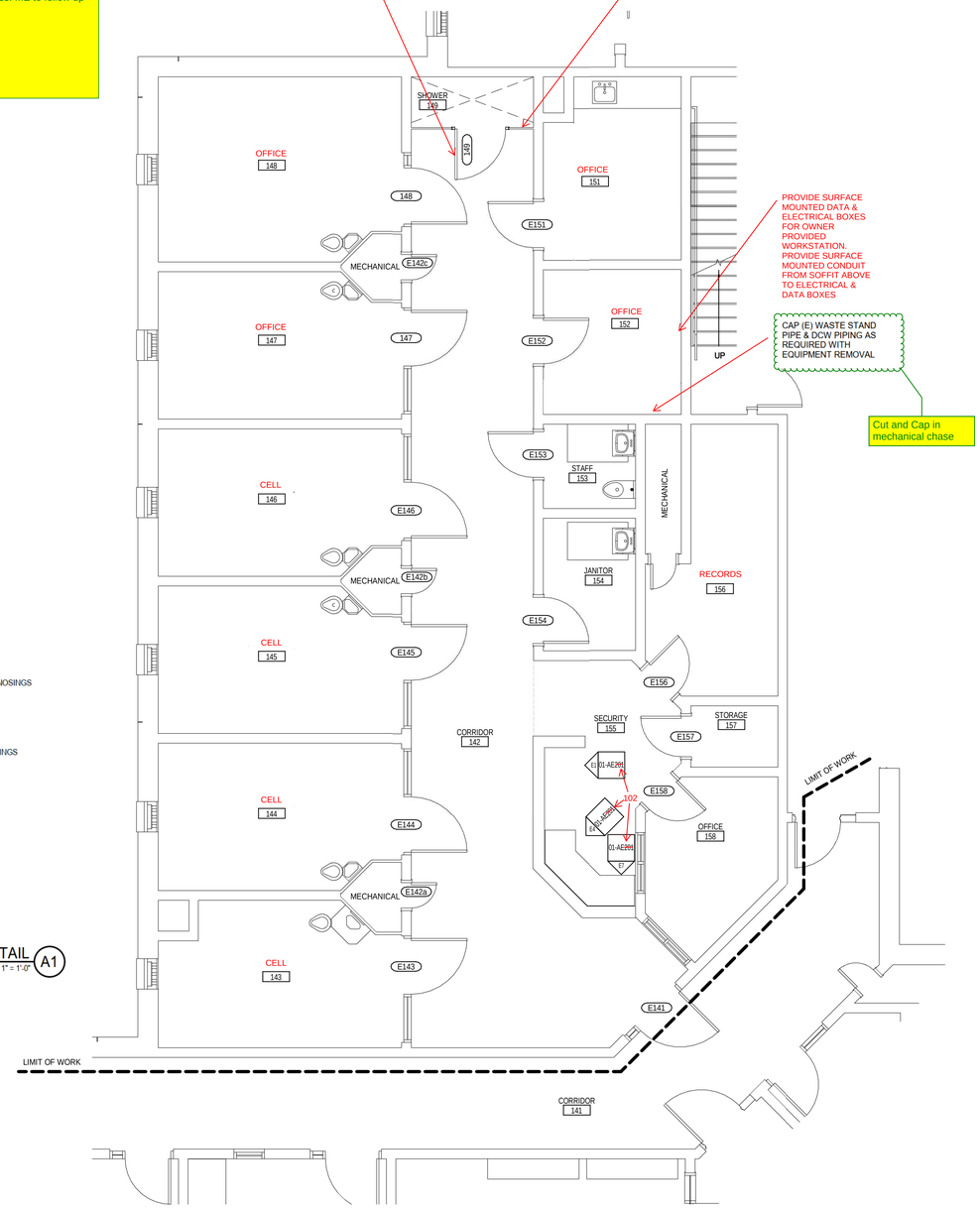
DETAIL A4
1" = 1'-0"



DETAIL A1
1" = 1'-0"



DETAIL A8
1" = 1'-0"



FLOOR PLAN - AREA B
1/4" = 1'-0"

PLAN NOTES:

1. SEE GI001 FOR GENERAL PROJECT NOTES, LEGENDS, AND ABBREVIATIONS.
2. SEE GI002 FOR GENERAL MOUNTING HEIGHTS, TOP OF WALL DETAILS, PARTITION TYPES, ROOF TYPES, AND KEYNOTES.
3. CONTRACTOR IS RESPONSIBLE FOR REVIEWING CODE COMPLIANCE PLANS AND NOTIFYING THE ARCHITECT OF CONFLICTS BETWEEN WHAT IS IN THE FIELD AND ON THE CODE DOCUMENTS.
4. SEE LAYOUT PLANS FOR PARTITION TYPES AND DIMENSIONS.
5. REFER TO DETAILS FOR ADDITIONAL DIMENSIONING INFORMATION.
6. REFER TO ENLARGED PLANS FOR PARTITION TYPES AND DIMENSIONS IN AREAS WHICH ARE DETAILED AT A LARGER SCALE.
7. FURNITURE AND OWNER PROVIDED EQUIPMENT ARE INDICATED BY DASHED LINE TYPE.
8. CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF OWNER PROVIDED EQUIPMENT INCLUDING BUT NOT LIMITED TO DIMENSIONAL INFORMATION, AND MECHANICAL, ELECTRICAL AND PLUMBING REQUIREMENTS.
9. TOILET ACCESSORIES ARE IDENTIFIED IN THE SPECIFICATIONS AND BY A KEYNOTE. REFER TO 03GI002 FOR KEYNOTE LEGEND.
10. SLOPE FLOORS TO DRAINS. SLOPED AREAS ARE NOT INDICATED ON PLANS FOR CLARITY. SLOPES TO BE 1/8" PER FOOT MAX. TOTAL DROP TO BE NO MORE THAN 1" AT ANY DRAIN.
11. CENTER FLOOR DRAINS IN SPACE UNLESS INDICATED OTHERWISE.

SECURE PERIMETER LEGEND:

FACILITY SECURE PERIMETER

INTERNAL SECURE PERIMETER

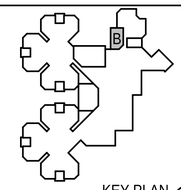
FIRE EXTINGUISHERS:

FE-2 SURFACE MOUNTED FIRE EXTINGUISHER CABINET, PAINTED.

DETENTION TOILET ACCESSORY KEYNOTE	
KEYNOTE	KEYNOTE DESCRIPTION
T1D	DETENTION GRAB BARS
T7D	PRIVACY CURTAIN

Toilet Accessory/Curtains replacements needed at cells and shower location?

ME to provide Elevations if needed



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CUMBERLAND COUNTY JAIL
MEDICAL ADDITION

50 COUNTY WAY, PORTLAND, ME

FLOOR PLAN - AREA B

SHEET TITLE:

SCALE: AS NOTED

PROJECT MANAGER:	DJM	PROJECT NO:	21254-01
A/E OF RECORD:	JGJ		
JOB CAPTAIN:	BA		01-AE102
DRAWN BY:	JLS		
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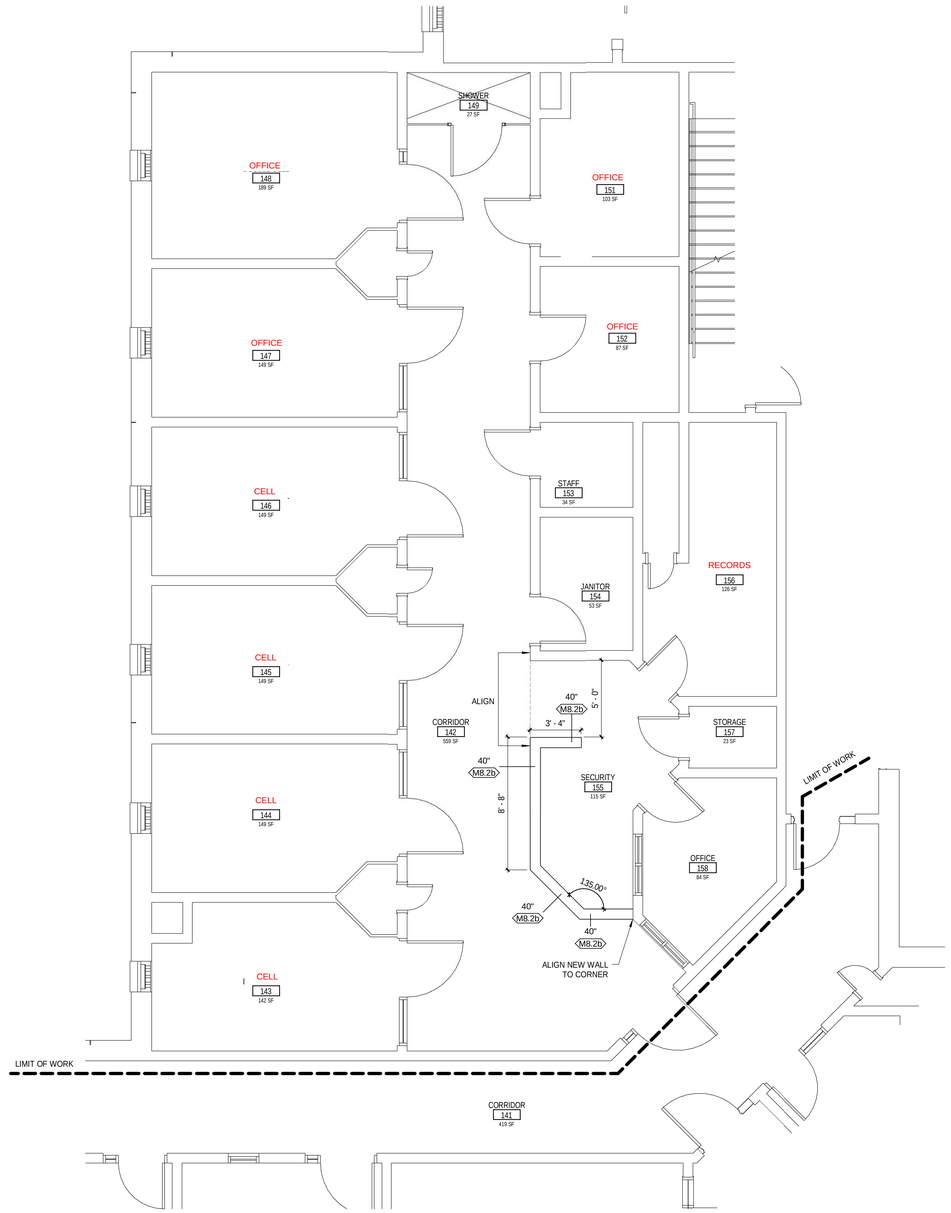
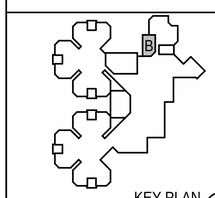


LAYOUT PLAN - AREA B (1)
1/4" = 1'-0"

LAYOUT PLAN NOTES:

1. SEE GI001 FOR GENERAL PROJECT NOTES, LEGENDS, AND ABBREVIATIONS.
2. SEE GI002 FOR GENERAL MOUNTING HEIGHTS, TOP OF WALL DETAILS, PARTITION TYPES, ROOF TYPES, AND KEYNOTES.
3. CONTRACTOR IS RESPONSIBLE FOR REVIEWING CODE COMPLIANCE PLANS AND NOTIFYING THE ARCHITECT OF CONFLICTS BETWEEN WHAT IS IN THE FIELD AND ON THE CODE DOCUMENTS.
4. DIMENSIONS ARE FACE OF CONCRETE, FACE OF MASONRY, AND FACE OF STUD, UNLESS NOTED OTHERWISE.
5. DOOR JAMBS (HINGE SIDE) SHALL BE 6" FROM CORNER IN STUD PARTITIONS AND 8" FROM CORNER IN MASONRY PARTITIONS UNLESS DIMENSIONED OTHERWISE. DOORS SHOWN DIMENSIONED TO CENTERLINE ARE TO CENTERLINE OF OVERALL FRAME WIDTH.
6. REFER TO DETAILS FOR ADDITIONAL DIMENSIONING INFORMATION.
7. FURNITURE AND OWNER PROVIDED EQUIPMENT ARE INDICATED BY DASHED LINE TYPE.
8. CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF OWNER PROVIDED EQUIPMENT INCLUDING BUT NOT LIMITED TO DIMENSIONAL INFORMATION, AND MECHANICAL, ELECTRICAL AND PLUMBING REQUIREMENTS.
9. CENTER FLOOR DRAINS IN SPACE UNLESS INDICATED OTHERWISE.
10. MASONRY OPENINGS ARE INDICATED AS NOMINAL AND SHALL BE CONSTRUCTED TO MODULE. (6'-0" MO = 6'-0 3/8". COORDINATE FINAL MASONRY OPENING DIMENSIONS WITH OPENING DETAILS.
11. ALL ANGLES ARE 45 OR 90 DEGREES UNLESS NOTED OTHERWISE.



KEY PLAN (F0)
N.T.S.

REV	DESCRIPTION	DATE

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CUMBERLAND COUNTY JAIL
MEDICAL ADDITION

50 COUNTY WAY, PORTLAND, ME

LAYOUT PLAN - AREA B

SHEET TITLE:

0" 1/4" 1/2" 1" 2" 3"
SCALE: AS NOTED

PROJECT MANAGER:	DJM	PROJECT NO:	21254-01
A/E OF RECORD:	JGJ		
JOB CAPTAIN:	BA		01-AE112
DRAWN BY:	JLS		
SMRT FILE:	01-AE112-21254-01	SHEET No.	

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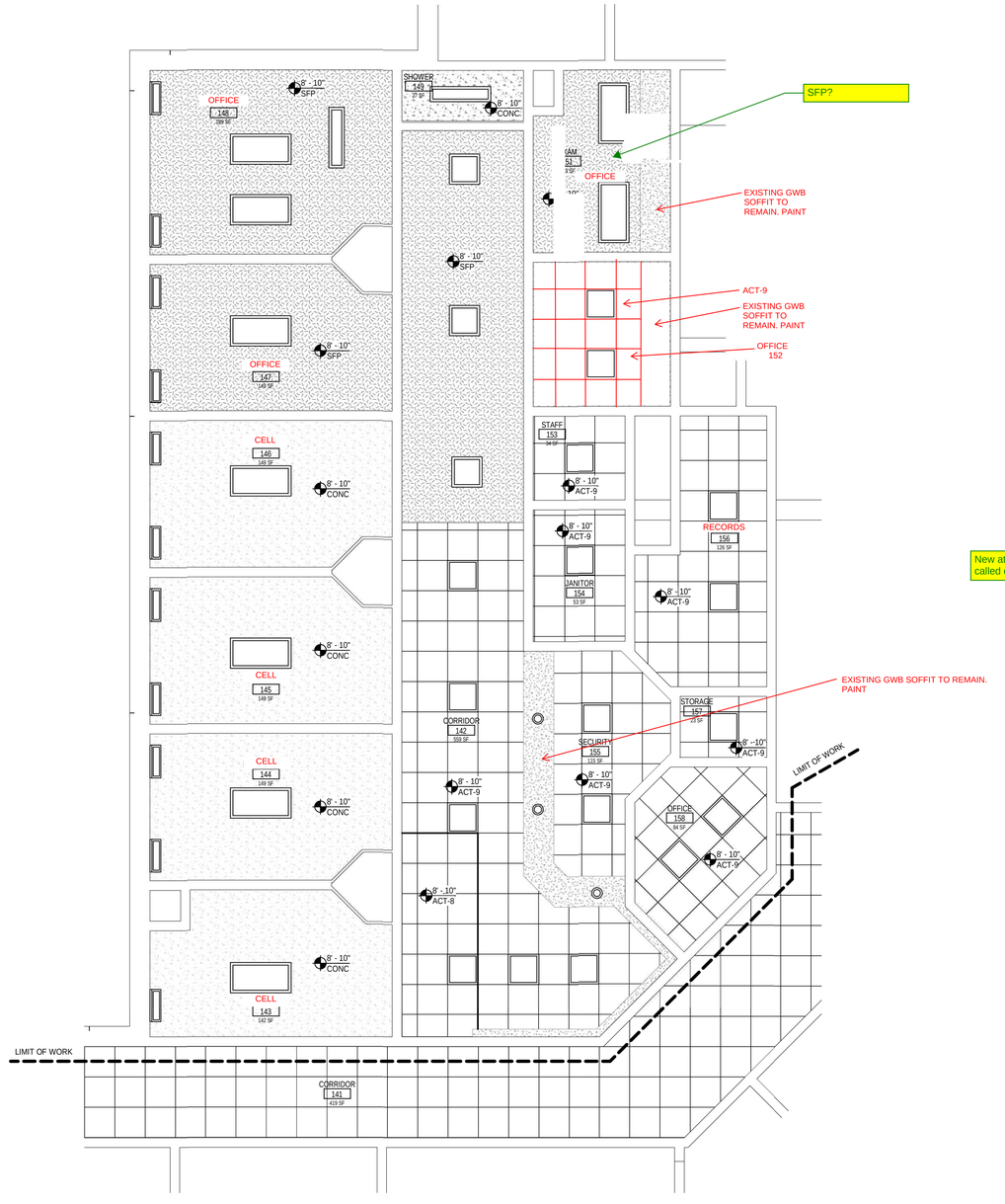


REFLECTED CEILING PLAN - AREA B (A3)
1/4" = 1'-0"

CEILING LEGEND:

- 2x2 CEILING TILE AND GRID
- 2x4 CEILING TILE AND GRID
- GWB CEILING
- CONCRETE CEILING (CONC)
- EXISTING CONCRETE CEILING (CONC)
- EXISTING SPRAYED ACCOUSTICAL PLASTER CEILING (SFP)
- DOWN LIGHT
- 2x2 LIGHT FIXTURE
- 2x4 LIGHT FIXTURE
- 1x4 LIGHT FIXTURE
- 1x4 LIGHT FIXTURE
- SUPPLY DIFFUSER
- RETURN DIFFUSER
- EXHAUST DIFFUSER
- LINEAR DIFFUSER
- (S) PAGING SPEAKER

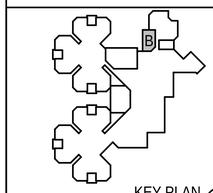
CEILING TYPES:

ACT-2	2x2 ACOUSTICAL CEILING TILE
ACT-4	2x4 ACOUSTICAL CEILING TILE
ACT-6	2x4 HIGH NRC PREMIUM ACOUSTICAL CEILING TILE
ACT-8	2x2 HIGH NRC ACOUSTICAL CEILING TILE
ACT-9	2x2 HIGH NRC ACOUSTICAL CEILING TILE. INSTALL TILE IN EXISTING METAL-SUSPENSION SYSTEM.
GWB-2	PLYWOOD BACKED ABUSE/IMPACT RESISTANT GYPSUM WALL BOARD, PAINTED
CONC	CONCRETE, PAINTED
SFP	SPRAYED ACOUSTIC MATERIAL, PAINT

New at all areas called out?

CEILING NOTES:

1. SEE GI001 FOR GENERAL PROJECT NOTES.
2. EXCEPT WHERE INDICATED, CENTER CEILING GRIDS IN ROOMS. USE HALF TILES OF GREATER @ PERIMETERS WHEN POSSIBLE.
3. ALIGN CEILING ITEMS AS SHOWN, WITH COMMON CENTERLINES TYPICALLY. CENTER ITEMS IN CEILING, OR IN AREAS UNLESS INDICATED OTHERWISE.
4. WHERE TEGULAR OR BEVELED TILE IS USED, PAINT ALL CUT EDGES TO MATCH.
5. CAULK JOINT BETWEEN CEILING GRID (WALL ANGLE) AND WALL WHERE GAPS ARE LARGER THAN 1/8" OR GREATER.
6. PROVIDE ACCESS PANELS AS REQUIRED IN GWB CEILINGS FOR ACCESS AS REQUIRED BY ALL TRADES.
7. FIRE SPRINKLERS SHALL BE CENTERED IN CEILING TILE OR HALF TILE AS SHOWN. FIRE SPRINKLERS SHALL BE LOCATED IN ALIGNMENT WITH OTHER CEILING ITEMS AND SHALL BE PLACED IN COORDINATION WITH LIGHT FIXTURE POSITIONS INDICATED, TYPICAL.
8. FIRE SPRINKLERS ARE SHOWN FOR COORDINATION PURPOSES ONLY. ADDITIONAL SPRINKLER HEADS MAY BE REQUIRED FOR CODE COMPLIANCE, AS DETERMINED BY THE FIRE PROTECTION DESIGNER. SPRINKLERS ARE NOT SHOWN IN ALL AREAS WHERE REQUIRED. FIRE PROTECTION CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A COMPLETE AND FULLY CODE COMPLIANT SYSTEM, INCLUDING HEADS NOT INDICATED IN THIS DRAWING. SIDEWALL MOUNT SPRINKLER HEADS UNDER BALCONIES ARE NOT SHOWN IN THE CEILING PLANS.
9. SEE MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
10. WHERE ARCHITECTURAL DRAWINGS DEPICT MECHANICAL OR ELECTRICAL ITEMS OR EQUIPMENT (LIGHTS, DIFFUSERS, ETC.) INSTALLATION OF SUCH ITEMS SHALL BE COORDINATED WITH EACH RESPECTIVE TRADE SUB-CONTRACTOR.
11. WHERE DRAWINGS DO NOT ACCESS INSTALLATION METHODOLOGY, THE CONTRACTOR SHALL BE BOUND TO PERFORM IN STRICT COMPLIANCE WITH THE MANUFACTURER'S SPECIFICATIONS, AND STANDARD INDUSTRY STANDARDS.
12. CONTRACTOR TO COORDINATE ANY BLOCKING OR STRUCTURAL SUPPORT ABOVE THE CEILING FOR OWNER PROVIDED EQUIPMENT.



KEY PLAN (F0)
N.T.S.

REV	DESCRIPTION	DATE

REVIEW
06-04-25
CURRENT ISSUE STATUS:

PROJECT NORTH:

SMRT Architects and Engineers
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Portland, Maine 04101
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www.smrtinc.com
Architecture • Engineering • Planning

CUMBERLAND COUNTY
CUMBERLAND COUNTY JAIL MEDICAL ADDITION
50 COUNTY WAY, PORTLAND, ME

REFLECTED CEILING PLAN - AREA B
SHEET TITLE:

0" 1/4" 1/2" 1" 2" 3"
SCALE: AS NOTED

PROJECT MANAGER:	DJM	PROJECT NO:	21254-01
A/E OF RECORD:	JGJ		
JOB CAPTAIN:	BA		01-AE122
DRAWN BY:	JLS		
SMRT FILE:	01-AE122-21254-01	SHEET No.	

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INTERIOR FINISH ABBREVIATIONS:

PRODUCTS LISTED BELOW ARE BASIS OF DESIGN PRODUCTS. REFERENCE SPECIFICATIONS FOR ADDITIONAL MANUFACTURERS

ACOUSTIC CEILING TILE:
REFERENCE REFLECTED CEILING PLANS AND SPEC

CARPET:
CPT: SHAW CONTRACT, VERTICAL LAYERS COLLECTION, STYLE: TINGE TILE ST156, 9X36-INCH TILE, COLOR: TARNISHED ALUM 56761.

PAINT:
PTD-1: SHERWIN WILLIAMS, COLOR: SPARE WHITE SW6203
PTD-2: SHERWIN WILLIAMS, COLOR: GRIZZLE GRAY SW7068
PTD-4: SHERWIN WILLIAMS, COLOR: REFUGE SW6228
PTD-5: SHERWIN WILLIAMS, COLOR: QUIETUDE SW6212

PLASTIC LAMINATE:
PLAM-1: ARBORITE, COLOR: SULAWESI HAZEL W-462 EV.

RESILIENT WALL BASE:
RB-1: JOHNSONITE, 4-INCH HIGH COVE BASE, COLOR: MOON ROCK (29).

RUBBER FLOOR TILE:
RUB-2: NORA, SATURA 3.5MM TILE, COLOR: VULPECULA 5106.
RUB-4: NORA, SATURA 3.5MM TILE, COLOR: VELA

SEALED CONCRETE:
SC: SEE SPECIFICATIONS.

SEAMLESS EPOXY FINISH:
SEF: SEE SPECIFICATIONS.

STAINLESS STEEL
SS: SEE WALL PANEL DETAILS ON SHEET ID 102

SHEET VINYL:
SV-1: MANNINGTON BIOSPEC CHOICES COLLECTION HEAT WELD SEAMS WITH MANUFACTURER'S RECOMMENDED COLOR-MATCHING WELD ROD.

SOLID SURFACE MATERIAL:
SSM-1: WILSONART SOLID SURFACE, COLOR: GREY LACE 9224SS.

VINYL COMPOSITION TILE:
VCT-1: ARMSTRONG FLOORING, STANDARD EXCELON IMPERIAL TEXTURE, 12X12-INCH TILE. COLOR: CLASSIC WHITE 51911.
VCT-2: ARMSTRONG FLOORING, STANDARD EXCELON IMPERIAL TEXTURE, 12X12-INCH TILE. COLOR: FIELD GRAY 51927.

SAFETY PADDING:
SP: SEE SPECIFICATIONS

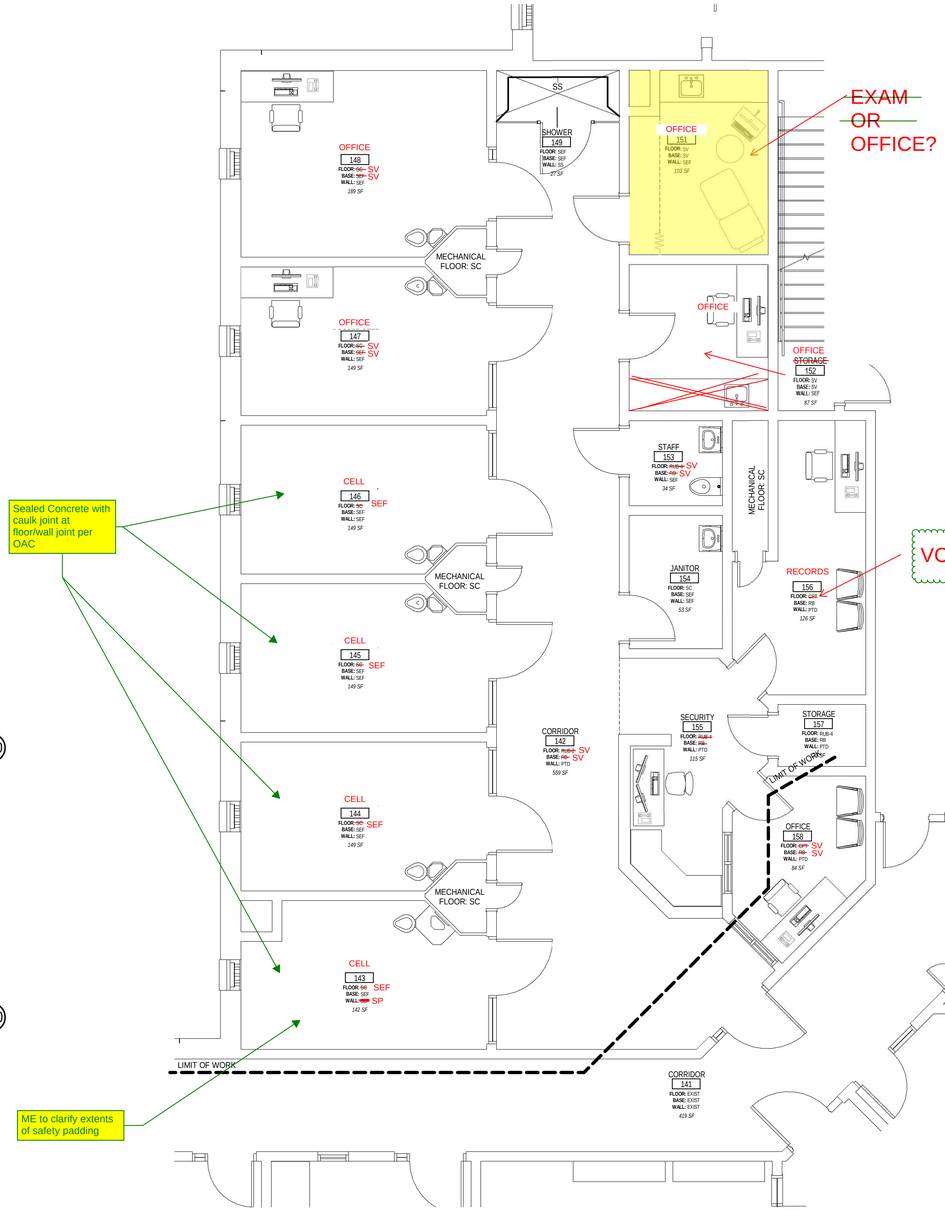
Existing flooring/base/transitions to be removed throughout?

ROOM FINISH NOTES:

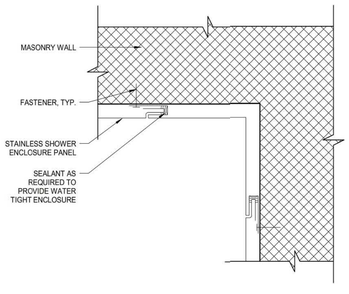
1. REFER TO REFLECTED CEILING PLANS FOR ADDITIONAL INFORMATION REGARDING CEILING AND SOFFIT HEIGHTS AND TYPES.
2. CEILINGS AND SOFFIT MATERIALS REQUIRING FINISH, SUCH AS CONCRETE OR GWB, ARE TO BE PTD OR SEF, MATCHING ADJACENT FINISH, UNLESS NOTED OTHERWISE.
3. REFER TO REFLECTED CEILING PLAN FOR ADDITIONAL INFORMATION REGARDING LOCATION OF SOFFITS.
4. REFER TO INTERIOR ELEVATIONS FOR ADDITIONAL INFORMATION REGARDING LOCATION OF EQUIPMENT AND ACCESSORIES.
5. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION REGARDING FINISH MATERIALS AND INSTALLATION.
6. RUBBER TRANSITION STRIPS ADHERED WITH EPOXY ADHESIVE WILL BE USED EXCEPT IN SPACES HOUSING INCARCERATED PERSONS. TRANSITION FROM RUBBER TO CONCRETE AT THE CELLS, ISOLATION ROOMS, AND SIMILAR, WILL BE WITH EPOXY SEALANT AT THE EDGE OF THE RUBBER TILE WITH NO TRANSITION STRIP.
7. USE OF RESILIENT TRANSITIONS, THRESHOLDS, AND METAL EDGE STRIPS ARE TO BE MINIMIZED AND AVOIDED IN SPACE HOUSING INCARCERATED PERSONS. USE EPOXY ADHESIVE IN LIEU OF THESE TRANSITIONS.
8. PROVIDE SEALANT AT FLOOR TO WALL TRANSITIONS WHERE NO BASE IS PROVIDED.
9. USE EPOXY ADHESIVE TO ADHERE RUBBER BASE.
10. ALL FLOORING TRANSITIONS ARE TO BE LOCATED DIRECTLY BELOW DOOR WHEN IN CLOSED POSITION. FLOORING ON EITHER SIDE SHOULD NOT BE SEEN WHEN DOOR IS CLOSED.
11. FLOORING TO RUN BENEATH CASEWORK, UNLESS NOTED OTHERWISE.
12. CONTRACTOR TO PERFORM ALKALINITY AND ADHESION TESTS (ASTM F 1869 & 2170) RECOMMENDED BY FLOORING MANUFACTURER FOR EACH TYPE OF FLOORING. PROCEED WITH INSTALLATION ONLY AFTER SUBSTRATES PASS TESTING. VERIFY RESULTS WITH FLOORING MANUFACTURER. CONTRACTOR TO CARRY ALLOWANCE FOR TOPICAL TREATMENT IF REQUIRED, KOSTER OR EQUAL.
13. ASSUME AT LEAST ONE PAINTED ACCENT WALL PER SPACE.
14. ALL HM DOORS, FRAMES, TRIM AND RAILINGS TO BE PAINTED UNLESS NOTED OTHERWISE.
15. ALL EXPOSED STRUCTURE AND DUCTWORK TO BE PAINTED, UNLESS NOTED OTHERWISE.
16. HVAC GRILLES OR DIFFUSERS SHALL BE FIELD PAINTED TO MATCH WALL COLOR.

REFER TO FINISH LEGEND ON FOR PRODUCT DESIGNATION NUMBERS (PTD-#, PLAM-#, CT-#).

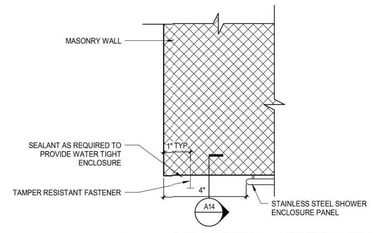
DENOTES EXTENT OF ACCENT FINISH



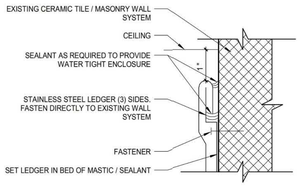
FINISH PLAN - AREA B
1/4" = 1'-0" A3



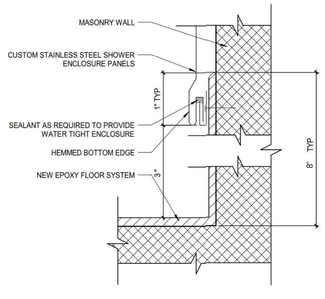
SS SHOWER PLAN DETAIL - CORNER D14
12" = 1'-0"



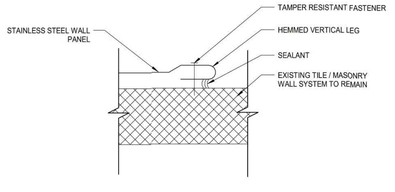
SS SHOWER PLAN DETAIL - VERTICAL EDGE E10
12" = 1'-0"



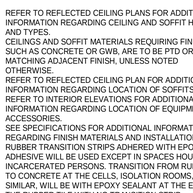
SS SHOWER TOP EDGE DETAIL C10
12" = 1'-0"



SS SHOWER BOTTOM EDGE DETAIL A14
12" = 1'-0"



SS SHOWER VERTICAL EDGE DETAIL A10
12" = 1'-0"



KEY PLAN F0
N.T.S.

REV.	DESCRIPTION	DATE

REVIEW
06-04-25
CURRENT ISSUE STATUS:

PROJECT NORTH:

SMRT Architects and Engineers
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Portland, Maine 04101
1.877.700.7678
www.smrtinc.com
Architecture • Engineering • Planning

CUMBERLAND COUNTY
CUMBERLAND COUNTY JAIL
MEDICAL ADDITION
50 COUNTY WAY, PORTLAND, ME

FINISH PLAN - AREA B
SHEET TITLE:

SCALE: AS NOTED

PROJECT MANAGER:	DJM	PROJECT NO:	21254-01
A/E OF RECORD:	JGJ		
JOB CAPTAIN:	BA		01-ID102
DRAWN BY:	LMC		
SMRT FILE:	01-ID102-21254-01	SHEET No.	

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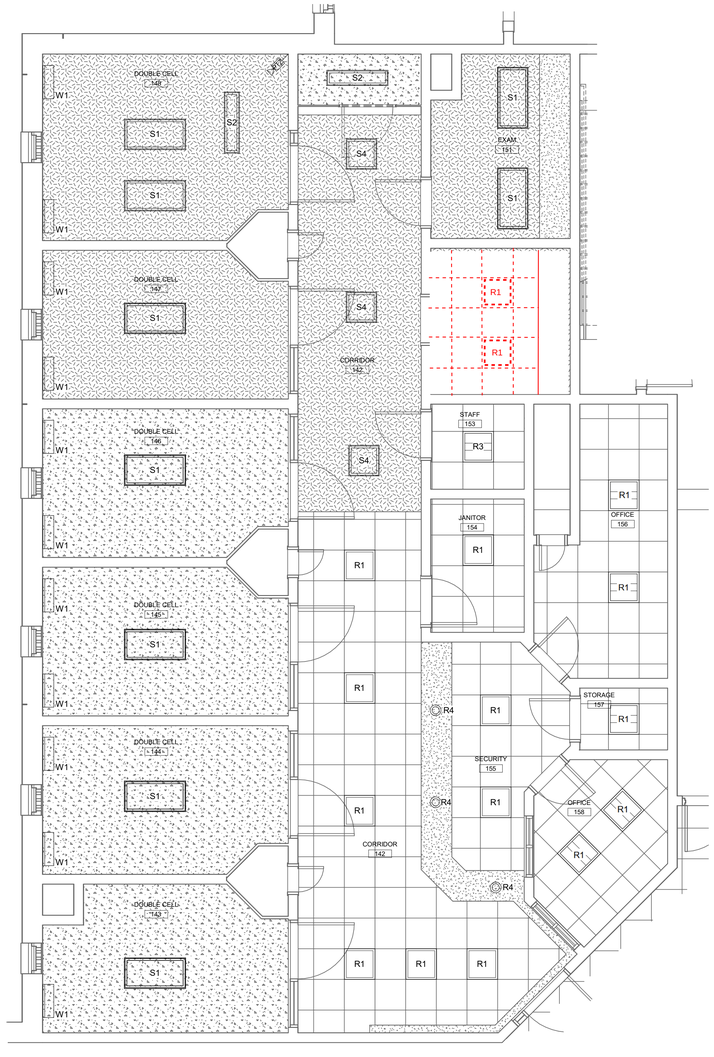
CONSTRUCTION NOTES:

1. INSTALL LIGHT FIXTURES IN SAME PLACE AS EXISTING TO BE REMOVED FIXTURES.
REUTILIZE EXISTING WIRING, CIRCUITRY AND CONTROL MEANS.

2. INSTALL NEW CAMERA BOX AND CONDUIT IN ROOM 148. REFER TO SECURITY LEGEND TO CONFIRM SIZING OF BOX AND CONDUIT.

3. INSTALL NEW BOXES, CONDUIT AND DEVICES IN NEW CASE WORK AT SECURITY DESK 155.
REUTILIZE EXISTING CIRCUITRY AND WIRING. EXTEND WIRING AS NEEDED.



A18 LIGHTING FLOOR PLAN - AREA B

1/4" = 1'-0"

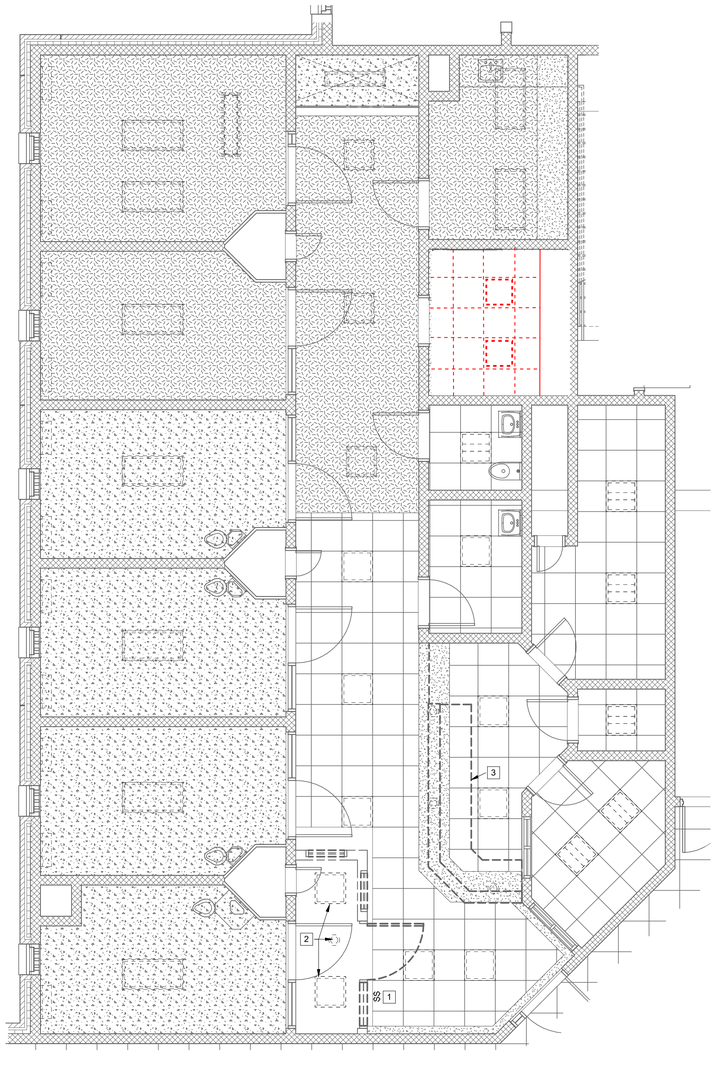
DEMOLITION NOTES

1. ALL EXISTING WIRING AND CONTROL MEANS TO EXISTING LIGHT FIXTURES TO BE REMOVED.
SHALL BE MAINTAINED AND RE USED FOR NEW LIGHTING FIXTURES. UNLESS NOTED IN DEMO KEYED NOTES.

2. ALL EXISTING FIXTURES SHALL BE REMOVED, PRESERVED AND GIVEN TO CCJ MAINTENANCE.

DEMOLITION KEYED NOTES

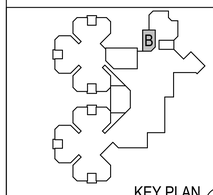
1. REMOVE TWO EXISTING SWITCHES AND WIRING BACK TO SOURCE.
2. REMOVE THREE EXISTING LIGHT FIXTURES,CONDUIT,AND WIRING BACK TO SOURCE.
3. REMOVE EXISTING POWER, DATA AND COMMUNICATION DEVICES BACK, IN TO BE REMOVED CASE WORK TO NEAREST TERMINATION POINT.
MAINTAIN WIRE INTEGRITY FOR REUTILIZATION IN NEW CASE WORK.



A8 DEMOLITION LIGHTING FLOOR PLAN - AREA B

1/4" = 1'-0"

Allied Engineering
Structural Mechanical Electrical Plumbing
160 Veranda Street
Portland, Maine 04103
P: 207.221.2260
F: 207.221.2266
Web:www.allied-eng.com



KEY PLAN
N.T.S.
F0

REV	DESCRIPTION	DATE

REVIEW
06-04-25
CURRENT ISSUE STATUS:

PROJECT NORTH:

SMRT Architects and Engineers
75 Washington Ave., Suite 3A
Portland, Maine 04101
1.877.700.7678
www.smrtinc.com

CUMBERLAND COUNTY
CUMBERLAND COUNTY JAIL
MEDICAL ADDITION

LIGHTING FLOOR PLAN - AREA B

SHEET TITLE:

0" 1/4" 1/2" 1" 2" 3"

SCALE: AS NOTED

PROJECT MANAGER:	BG	PROJECT NO:	21254-01
A/E OF RECORD:	BG		
JOB CAPTAIN:	RT		01-EL101
DRAWN BY:	RT		
SMRT FILE: 01-EL101-21254-01		SHEET No.	

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30x42

SECTION 117920

SAFETY PADDING

PART 1 - GENERAL

1.1 SCOPE

A. Provide all labor and material required to furnish and install protection padding (walls, floors, doors, frames and ceilings) in safety cells, seclusion rooms, and time-out rooms as indicated in drawings and specified herein.

B. Submit shop drawings showing room layout, joint placements, transition details, floor drain detail, plumbing fixture detail, bench padding, thickness of materials and typical requirements.

C. Submit samples – minimum of 3”x3” in size – for approval and acceptance of protective padding system.

D. Submit manufacturer’s maintenance instructions

1.2 WARRANTY

A. Protective Padding Contractor shall repair or replace any defective material or work for a period of one (1) year from the date of project completion. This warranty shall also include any loss of adhesion, resiliency or delaminating. This warranty does not cover the damage caused by sharp or burning objects.

1.3 INSTALLER QUALIFICATIONS

A. Installer shall:

1. Have a minimum of five (5) years experience in the fabrication and installation of protective padding or work similar to that which is described herein.

2. Have completed ten (10) successful installations of protective padding.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Materials shall be as specified herein, except, consideration shall be given to other products that meet or exceed the performance of those specified if documentation is received not less than eight (8) business days prior to the date of bid opening in accordance with Division 1 Section “Product Requirements”.

2.2 GENERAL

A. Protective padding material shall be synthetic resinous material as manufactured by:
   1. Gold Medal Safety Padding as manufactured by Marathon Engineering Corporation, PO Box 310, Mountain Ranch, California 95246, (209) 754-5121, www.goldmedalsafetypadding.com

B. All vertical panels shall be prefabricated. The panels are to be 1" nominal thickness bonded to oriented strand board 7/16" thickness, for a total wall panel thickness of 1-1/2" thick.

C. Door jambs shall be ½" thickness padding with a durometer of 60 plus or minus 5, for a total of 1" thickness on door jambs.

D. All floor panels shall be prefabricated. The panels are to be 1/2" padding bonded on oriented strand board 7/16" thickness, for a nominal thickness of 1".
   1. Provide sloped transition under door to adjacent floor elevation height.
   2. Provide manufacturer's drain assembly at floor drain.

2.3 PROPERTIES

A. In addition to meeting the minimum physical properties when cured, protective padding shall contain a flame spread and smoke index which when tested in accordance with ASTM E84 is given a CLASS A FIRE RATING.

B. Padding must also conform to the following criteria.
   1. Weight: approximately 5 pounds per square foot
   2. Tensile strength range: 300 P.S.I. minimum ASTM D412
   3. Temperature stability: unaffected from 20 degrees F to 120 degrees F
   4. Moisture absorption: 0.8% to 1.05% by weight
   5. Compression set: 90% recovery after 72 hours
   6. Compression properties: 30 PSI to 70 PSI at 50% modulus
   7. Elongation at break: 150% typical ASTM D412
   8. Fungus resistance: no growth

C. Fasteners for use in security vertical panels shall be manufacturer's system fasteners.

PART 3 - EXECUTION

3.1 ENVIRONMENTAL CONDITIONS:

A. A minimum temperature of 65 degrees F shall be maintained for the duration of the installation.

3.2 INSTALLATION OF PROTECTIVE PADDING

A. Inspect surface(s) to receive work under this section. Notify the architect in writing if surface(s) is not satisfactory for application of materials. Commencement of work constitutes acceptance of surface.

1. All concrete and concrete masonry surfaces shall have no less than sixty-day (60) curing duration.
2. Concrete surfaces shall not have curing compound applied.

B. All vertical panels shall be mechanically fastened to walls.

C. Provide minimum of sixteen (16) fasteners per 4’ x 8’ panel.

D. Provide a gap of 1/8” ± 1/16” between panels and fill with manufacturer’s system filler. When fully cured, sand to meet adjacent edges.

E. Fill all fastener holes will be filled with manufacturer’s system filler and sand. Upon completion of all sanding of walls, doors, ceiling and floor, apply manufacturer’s system topcoat.

END OF SECTION 117920

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-087 **Agenda Date:** 7/21/2025 **Agenda #:**

Agenda Item Request:

Authorization for the County Manager to execute the Tenth Amendment to the Armor Heath of Cumberland County, LLC for Jail Medical Services.

Background and Purpose of Request:

Requestor: James Gailey, County Manager

The County has contracted through Armor Health for jail medical services since 2018. Over those years, there has been nine amendments, many annual renewals, to the contract. Staff present to the Commissioners the tenth amendment in order to extend the contract from July 2025 to June 30, 2026. The FY2025/2026 contract price will be $3,965,746.00 with an administration fee of $348,321.00. This is one of the largest single line-item expenses we have in the County budget.

Funding Amount and Source: Jail Budget 2025/2026

Effective Date if Applicable: July 1, 2025

Maine
Cumberland **County**

POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	James H. Gailey
DATE:	July 21, 2025
SUBJECT:	Tenth Amendment to the Armor Health of Cumberland County Contract

Requested Action:

Authorize the County Manager to sign the Tenth Amendment to the Armor Heath of Cumberland County, LLC for Jail Medical Services.

Background & Purpose of Request:

The County has contracted through Armor Health for jail medical services since 2018. Over those years, there has been nine amendments, many annual renewals, to the contract. Staff present to the Commissioners the tenth amendment in order to extend the contract from July 2025 to June 30, 2026.

The FY2025/2026 contract price will be $3,965,746.00 with an administration fee of $348,321.00. This is one of the largest single line-item expenses we have in the County budget.

Funding Amount and Source: Jail Budget 2025/2026

Effective Date: July 1, 2025

Attachments: Armor Medical Contract Tenth Amendment

TENTH AMENDMENT TO HEALTH SERVICES AGREEMENT

This Tenth Amendment to the Health Services Agreement (this "Fifth Amendment") is made and entered into on July, 21, 2025 by and between the County Commissioners for Cumberland County (hereinafter, the "County") and Sheriff Kevin J. Joyce or his/her successor, as the duly designated Chief Corrections Officer of the County (hereinafter, "Sheriff"), and Armor Health of Cumberland County, LLC (hereinafter, "Armor"). The County/Sheriff and Armor may be collectively referred to herein as the "Parties" and each may be referred to individually as a "Party."

RECITALS

WHEREAS, the County/Sheriff and Armor entered into a Health Services Agreement effective September 1, 2018 (the "Agreement"), in which Armor assumed the responsibilities for provision of certain healthcare services to be delivered to persons remanded to the care, custody, and control of the correctional facilities set forth in the Agreement; and

WHEREAS, the Parties previously amended the Agreement through the First, Second, Third, and Fourth, and Fifth, Sixth, Seventh, Eighth and Ninth Amendments; and

WHEREAS, the Parties further wish to remove, replace or modify certain provisions of the Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Recitals set forth above are deemed incorporated herein, and the parties hereto represent they are true, accurate, and correct.

2. The Agreement shall be amended to reflect that the Parties have agreed to extend the Term of the Agreement for the period July 1, 2025 through and including June 30, 2026. Company shall be paid a base rate of $3,965,746, plus the management fee of $348,321, to be paid in twelve (12) equal monthly installments.

IN WITNESS WHEREOF, the Parties memorialize their understanding and agreement to the above terms by their authorized signature below.

County Manager of Cumberland County, Maine	Armor Health of Cumberland County, LLC
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-084 **Agenda Date:** 7/21/2025

Request For Agenda Item:

Authorization for the County Commissioners to enter into Executive Session pursuant to 1 M.R.S.A. §405(6)(A) for the County Manager's annual evaluation.

Background and Purpose of Request:

Authorization for the County Commissioners to enter into Executive Session pursuant to 1 M.R.S.A. §405(6)(A) for the annual evaluation of the County Manager.

Maine
Cumberland **County**

POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	Amy Jennings, Human Resources Director
DATE:	July 8, 2025
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.

Background & Purpose of Request:

Funding Amount and Source:

Effective Date:

Attachments:

(Please list out any Attachments you're including)

27 Northport Dr
Portland, ME 04103

Cumberland County

Position Paper

File #: 25-085 **Agenda Date:** 7/21/2025 **Agenda #:**

Request For Agenda Item:

Authorization for 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 Teamsters Law Enforcement.

Background and Purpose of Request:

County staff to review status of negotiations and wage and benefits proposals from the Teamsters Law Enforcement for consideration and guidance.

Maine
Cumberland **County**

POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	Amy Jennings, Human Resources Director
DATE:	July 15, 2025
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 Teamsters Law Enforcement.

Background & Purpose of Request:

County staff to review status of negotiations and wage and benefits proposals from the Teamsters Law Enforcement for consideration and guidance.

Funding Amount and Source:

Effective Date:

Attachments:

(Please list out any Attachments you're including)