# **Cumberland County**

142 Federal St Portland, ME 04101

Cumberland County

Agenda - Final

Monday, May 19, 2025

5:30 PM

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

# **Board of Commissioners**

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

#### **CALL TO ORDER**

#### **ATTENDANCE**

#### PLEDGE OF ALLEGIANCE

#### APPROVAL OF THE MINUTES

CD 25-014 Approval of the minutes, April 22, 2025, meeting of the Board of Commissioners

Attachments: 2025.04.22 BOCC Minutes Draft

#### INFORMATIONAL REPORT/PRESENTATIONS

CD 25-015 Informational Report Finance Department FY25 General Fund Budget Report through April 30 2025.

Attachments: YTD FY25 Budget Report June 2024 - April 2025

#### **COMMENTS FROM THE PUBLIC**

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

#### CONSENT AGENDA

25-044 Authorization of the Law Enforcement Services Contract between Cumberland County, Cumberland County Sheriff's Office, and the Town of Naples from June 11, 2025 to September 1, 2025.

Attachments: Naples PP 2025

**Sheriff Contract Naples Town 2025** 

25-045 Authorization of the Law Enforcement Services Contract between Cumberland County, Cumberland County Sheriff's Office, and the Town of Frye Island from May 21, 2025 to September 1, 2025.

Attachments: Frye Island PP 2025 (1)

Frye Island LEC Contract

25-046 Authorization of the Law Enforcement Services Contract between Cumberland County, Cumberland County Sheriff's Office, and the Maine School Administrative District #6 from August 2025 to June 2026.

Attachments: SAD #6 PP 2025 (1)

SAD6 LEC CONTRACT 2025

<u>25-047</u>	Authorization to Utilize Justice Assistance Grant (JAG) Funding to Purchase and Install New Air Conditioning Units in the Mobile Command Post.

Attachments: PP - Command Post Air Conditioners

25-048 Reappointment of David Silk to the Cumberland County Board of Assessment Review for a three-year term 7/2026 - 6/2029.

25-049 Authorize the County Manager to submit to PowerPlay LLC (Maine Mariners) the ticket subsidy for 2024/2025 in the amount of \$144,183.00.

Attachments: PP - PowerPlay LLC Ticket Subsidy May 2025

2024-25 Mariner Ticket Subsidy Invoice May 2025

#### **NEW BUSINESS**

<u>25-050</u>	Award a bid to Buckspan/Deering Team at RE/MAX Shoreline for real estate
	services

Attachments: PP - Buyer Broker Real Estate Services May 2025

Buckspan-Deering Proposal May 2025

<u>25-051</u> Appointment of Alyssa Tibbetts, of Tibbetts Law, as Corporation Counsel.

**Attachments:** PP - Tibbetts Law Engagement Letter

Cumberland County - Tibbetts Law Engagement Letter

25-052 Adoption of the proposed 2025 Cumberland County EMA Emergency Operations Plan (EOP) as submitted by the Cumberland County Emergency Management Agency.

Attachments: 2025 - Position Paper - EOP Approval

2025 EOP Final Version

25-053 Approval of the 2025/2026 Cross Insurance Arena Operational Budget, Capital Budget & Trustee Budget.

Attachments: PP - Cross Arena Ops - Capital - Trustee 2025-2026 budgets

CIA Trustee Budget 2025-2026

2025-2026 Cross Insurance Arena Ops Budget

2025 Arena Capital Needs Multi Year

#### **EXECUTIVE SESSION**

<u>25-054</u>

To Enter into Executive Session in accordance with Title 1 M.R.S.A. §405(6)(D) for the discussion of labor contracts between Cumberland County and the Cumberland County Communications Association as well as the Teamster Law Enforcement Union.

Attachments: Executive Session - 2025.05.19 BOCC Meeting

**COMMENTS FROM THE EXECUTIVE STAFF** 

COMMENTS FROM THE COUNTY MANAGER

COMMENTS FROM THE COUNTY COMMISSIONERS

Next Meeting: Monday, June 16, 2025

**ADJOURNMENT** 



# **Cumberland County**

142 Federal St Portland, ME 04101

# **Position Paper**

**File #:** CD 25-014 **Agenda Date:** 5/19/2025

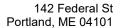
Title:

Approval of the minutes, April 22, 2025, meeting of the Board of Commissioners

#### **Background and Purpose of Request:**

Review and approve the attached minutes.

**Staff Contact:** Katharine Cahoon, Executive Dept





# **Cumberland County Board of Commissioners Meeting Minutes - Draft**

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

Tuesday, April 22, 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 5:32 pm.

#### **ATTENDANCE**

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

Jean-Marie Caterina, and Commissioner Tom Tyler

**Excused:** 1 - Commissioner James Cloutier

#### PLEDGE OF ALLEGIANCE

CD 25-011

#### APPROVAL OF THE MINUTES

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

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

vote.

#### INFORMATIONAL REPORT/PRESENTATIONS

<u>CD 25-012</u> Regional Communications 2025 1st Quarter Report

Chair Gorden appreciated the submission and encouraged the Board to read it if they have not. He commented that the services of the Regional Communications Center are vital to the citizens of Cumberland County. He stated that employees do a great job working together and working with the community.

This Report was RECEIVED AND FILED.

#### **COMMENTS FROM THE PUBLIC**

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

Chief Deputy Brian Pellerin introduced the new Captain of Criminal Investigation, Dean Fredericks, who replaces retired Captain Brian Ackerman.

Captain Fredericks spoke about his experience. He has over 30 years of investigative experience, he worked for the Police Department in New Bedford, Massachusetts, and most recently the Collier County Sheriff's Department in Florida as a homicide detective. He has experience in major crimes and working with the DEA on drug crimes investigations. Captain Fredericks stated that he hopes to utilize technology and cell phone data more for tracking purposes. Commissioner Smith asked what he is most excited about at the Cumberland County Sheriff's Office, Captain Fredericks stated that he is looking forward to the challenge of the new position as he will be overseeing the SRO team, the Detectives and the Crime Scene Technicians. Commissioner Smith welcomed Captain Fredericks and thanked him for his time.

#### **CONSENT AGENDA**

#### **Approval of the Consent Agenda**

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

Yes:	<ul> <li>4 - Chair Gorden, Vice Chair Smith, Commissioner Caterina, and Commissioner Tyler</li> </ul>
No:	0
Excused:	1 - Commissioner Cloutier
<u>25-031</u>	Approval of the Sheriff's Office Commissions March 2025
	This Order was APPROVED.
<u>25-032</u>	Authorization of the Law Enforcement Services Contract between Cumberland County Sheriff's Office, Board of County Commissioners and the Town of Harpswell from April 1, 2025 to March 31, 2026.
	This Order was APPROVED.
<u>25-033</u>	Authorization of the Marine Patrol Law Enforcement Services Contract between Cumberland County Sheriff's Office, Board of County Commissioners and the Town of Harpswell from April 1, 2025 to March 31, 2026.
	This Order was APPROVED.
<u>25-043</u>	Authorization of the Law Enforcement Services Contract between Cumberland County Sheriff's Office, Board of County Commissioners, Maine School District 15, and the Town of Gray from July 1, 2025 to June 30, 2026.
	This Order was APPROVED.
<u>25-034</u>	Authorize the County Manager to sign the 3-year Regional Assessing Contract with the Town of Baldwin (2025-2028)
	This Order was APPROVED.
<u>25-035</u>	Authorize the County Manager to sign the 3-year Regional Assessing Contract with the Town of Falmouth (2025-2028)
	This Order was APPROVED.
<u>25-036</u>	Acceptance of the monetary donation of \$100 from the Casco Day Fair

Association for supplies for the Regional Communications 911 Public Education

Program.

This Order was APPROVED.

<u>25-037</u> Authorize the submission of a FY2026 Congressional Direct Spending Request to Senator Collins' Office.

This Order was APPROVED.

25-038 Authorize the County Manager to sign the First Amendment to the Lease with Bell Atlantic Mobile Systems d/b/a Verizon.

This Order was APPROVED.

#### **NEW BUSINESS**

25-024 Approval of the Community Development 2025 Annual Action Plan including the allocation of CDBG and HOME partnership funds and Authorization of the County Manager to execute all required Certifications, Applications and Documents in conjunction with the submittal of the 2025 Consolidated Annual

Action Plan. (Second Reading and Final Public Hearing)

Community Development Director Courtney Kemp stated that the Final Allocation has not been announced yet. The award amounts currently remain unchanged and no public comment was received. Some applicants that were not awarded funding requested follow up meetings to discuss future applications. Commissioner Smith asked who announces the County's funding allocation. Community Development Director Kemp explained that Vicki Watson, Executive Director of the National Community Development Association, is the liaison for the county and HUD. Director Kemp stated that the funding should be received mid May so that the county can have the allocation completed 45 days before the program year starts. If that does not happen, then waivers are submitted for approval. Commissioner Smith asked what happens if funding is delayed, is there retro funding? Community Development Director Kemp stated that that is communicated to applicants and reimbursement of funds cannot happen until money is received. Commissioner Caterina shared that she sits on the Community Development Municipal Outreach Committee and is frustrated that money has not been received. She had encouraged applicants who were not awarded funding to reach out to Director Kemp and she thanked Director Kemp for meeting with them. Chair Gorden opened the public hearing at 5:48 pm. There was no comment from the public, Chair Gorden closed the public hearing at 5:48 pm.

A motion was made by Commissioner Caterina, seconded by Vice Chair Smith, that the Order Requiring a Public Hearing be ADOPTED. The motion carried by the following vote:

Yes: 4 - Chair Gorden, Vice Chair Smith, Commissioner Caterina, and Commissioner Tyler

**No:** 0

**Excused:** 1 - Commissioner Cloutier

25-039 Adopting a 12.5% Indirect Rate for Cumberland County.

The 12.5% indirect rate is new and was not previously administered. County Manager Gailey stated that the county has received a large amount of grants that are mostly awarded to the Public Health Department. There is a lot of administrative work involved with managing the grants and the indirect rate would support that work. The Federal Government allows 11% - 15% rate and the county decided that 12.5% would be the best rate. Commissioner Caterina asked if an indirect rate would be added on top of the request, County Manager Gailey clarified that it would already included in the grant budget request. Commissioner Smith stated that this is a new procedure, could County Manager Gailey clarify when it would start and would it be a one time adjustment for the year, or would the rate stay fixed at 12.5% forever. County Manager Gailey stated that it would become a normal procedure whenever Federal grants are applied for.

Commissioner Smith asked, if it needed to be adjusted or eliminated, would the commissioners need to approve it? County Manager Gailey confirmed that it would need their approval. Commissioner Smith confirmed that the rate would be 12.5% forever going forward, County Manager confirmed that was correct. Chair Gorden, agreed with Commissioner Smith's point that a new procedure, and added perhaps it could be adopted into the County's policies. He asked, if County Manager Gailey knew what rate the state of Maine uses? County Manager Gailey explained that staff was more concerned with what would be the best rate to use and not what others are using.

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

Yes:

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

**No:** 0

**Excused:** 

1 - Commissioner Cloutier

25-040

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

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

Yes:

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

**No:** 0

**Excused:** 

Commissioner Cloutier

<u>25-041</u>

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

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

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

Commissioner Tyler

**No:** 0

**Excused:** 1 - Commissioner Cloutier

#### **COMMENTS FROM THE EXECUTIVE STAFF**

Human Resources Director Amy Jennings stated that they're hiring five to seven corrections officers per month however the retention rate is still around 55% which is primarily due to the nature of the job. There are three patrol and three dispatch openings and six or seven other openings. She is in the process of negotiating four CBAs right now. Commissioner Smith asked if HR Director Jennings had considered doing a survey of employees who stay at the county to find out what motivates employees to stay, HR Director Jennings thanked Commissioner Smith for her suggestion and that is something that she can use in the future.

#### COMMENTS FROM THE COUNTY MANAGER

County Manager Gailey stated that he is working on a few things, one is finalizing the Cross Insurance Arena Budget. It is almost complete and will be on the next agenda for May. The other item is an update on the move to the new building, the expected time frame is the end of May around Memorial Day weekend. The second and third floors of 27 Northport are 95% complete and the first floor is still being completed.

#### COMMENTS FROM THE COUNTY COMMISSIONERS

Commissioner Caterina shared that she currently participates in the legislative committee and they're being told by the Governor's Office that there is no more funding for Jails. She is continuing to advocate for funding and is surprised how well committees have been working together to get things done.

Commissioner Tyler stated that he is on the CIA Board of Trustees and helping to negotiate the Maine Mariners contract. He has been attending the meetings of the Board of Trustees and makes sure that the arena budget is in the black.

Commissioner Smith shared that she is on the UMaine Cooperative Extension. they are grateful to know that they're receiving funding from the county since the University is losing funding for their programming.

Chair Gorden stated that he has been working with senior staff and things are really beginning to coalesce across departments. The operations of the government are working well and becoming entrepreneurial and benefitting the community.

#### **EXECUTIVE SESSION**

25-042

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

Time Into Executive Session: 6:11 pm

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

Yes:

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

No:

Excused:

1 - Commissioner Cloutier

Time Out of Executive Session: 6:51 pm

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

vote:

0

Yes:

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

**No:** 0

Excused:

1 - Commissioner Cloutier

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

#### **ADJOURNMENT**

The meeting adjourned at 6:52 pm.



# **Cumberland County**

142 Federal St Portland, ME 04101

# **Position Paper**

**File #:** CD 25-015 **Agenda Date:** 5/19/2025

#### **Agenda Item Request:**

Informational Report Finance Department FY25 General Fund Budget Report through April 30 2025.

#### **Background and Purpose of Request:**

Requestor: Theresa Grover

Informational Report from the Finance Department. This report includes a summary of General Fund expenses for the past 10 months, June 2024 through April 2025.



#### **BUDGET REPORT FY2025**

FOR 2025 10							
ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
II GENEKAL FUND	APPROP	ADJSTMTS	BUDGET	YID EXPENDED	ENCUMBRANCES	BUDGET	USED
11101 EMERGENCY MANAGEMENT							
11101 5120 WAGES FT 11101 5205 WAGES PT 11101 5401 OVERTIME 11101 5510 MED EXP 11101 5520 MSR EXP 11101 5530 FICA EXP 11101 5540 WC EXP 11101 5560 DEF EXP 11101 6130 TRANS 11101 6130 EMA14 TRANS 11101 6131 GAS, OIL 11101 6231 BASE 11101 6231 BASE 11101 6232 MOBILE 11101 6400 INS-BLDG 11101 6401 INS-LIAB 11101 6500 OFFICE SUP 11101 6501 TRAINING 11101 6505 PRINTING 11101 6505 PRINTING 11101 6512 TRAIN/EDUC 11101 6512 TRAIN/EDUC 11101 6501 EMA18 TRAIN/EDUC 11101 6502 DUES 11101 6512 TRAIN/EDUC 11101 6512 EMA18 TRAIN/EDUC 11101 6508 DUES 11101 6510 TELEPHONE 11101 6800 TELEPHONE 11101 6801 ELECTRICIT 11101 6801 ELECTRICIT 11101 6903 EMA14 FOOD 11101 6903 EMA14 FOOD 11101 6904 INSTITUT. 11101 6914 NON FOOD 11101 6950 MISC EXP 11101 7350 OFFICE EQ 11101 7355 COMP HARD	406,104 30,000 1,000 80,097 16,425 30,945 1,315 15,755 4,500 0 2,500 1,000 2,500 4,014 8,770 792 2,000 1,500 4,200 1,000 12,000 1,000 12,000 4,200 1,000 12,000 0 8,500 8,182 5,000 4,500 750 5,000 2,300 1,500 40,000 3,000 2,100	000000000000000000000000000000000000000	406,104 30,000 1,000 80,097 16,425 30,945 1,315 15,755 4,500 2,500 1,000 2,500 4,014 8,770 792 2,000 1,500 4,200 1,000 12,000 0 8,500 4,500 750 5,000 4,500 2,300 1,500 40,000 3,000 2,100	329,082.24 16,391.58 37.55 58,080.16 15,527.43 27,646.04 1,536.43 14,192.58 1,957.04 167.40 178.96 2,705.22 226.06 221.60 1,275.87 2,787.80 251.70 1,172.79 .00 86.81 451.14 143.40 2,890.07 1,775.48 3,318.82 7,967.92 1,968.45 3,078.67 2,13.30 337.58 34.98 370.94 1,553.64 83.99 7,974.19 319.24 .00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	77,021.76 13,608.42 962.45 22,016.84 897.57 3,298.96 -221.43 1,562.42 2,542.96 -167.40 -178.96 -205.22 773.94 2,278.40 2,788.13 5,982.20 540.30 827.21 1,500.00 -86.81 3,748.86 856.60 9,109.93 -1,775.48 5,181.18 214.08 3,031.55 1,421.33 -48.67 2,786.70 -337.58 -34.98 229.06 746.36 1,416.01 32,025.81 2,680.76 2,100.00	81.0% 54.6% 3.8% 72.5% 94.5% 89.3% 116.8% 90.1% 43.5% 100.0% 100.0% 122.6% 8.9% 31.8% 31.8% 31.8% 58.6% .0% 100.0% 10.7% 14.3% 24.1% 100.0% 39.0% 97.4% 39.4% 68.4% 106.5% 44.3% 100.0% 61.8% 67.5% 5.6% 19.9% 10.6% .0%
TOTAL EMERGENCY MANAGEMENT	707,849	0	707,849	508,805.74	.00	199,043.26	71.9%



#### **BUDGET REPORT FY2025**

**EXPENSES THRU APRIL 2025** 

FOR 2025 10						
ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE PCT BUDGET USED
				1,214,984.90 41,645.25 18,281.94 291,546.27 63,352.38 98,364.44 5,472.76 8,499.23 24,381.48 .00 1,786.75 10,098.82 6,158.75 .00 884.37 4,693.21 10,150.00 3,770.49 2,373.82 .00 7,925.00 14,676.23 894.00 11,643.07 34,978.16 25,734.00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	
11102 6800 TELEPHONE 11102 7325 FURN/FIX	22,000 1,500	0	22,000 1,500	12,724.97 479.99	.00	9,275.03 57.8% 1,020.01 32.0%
TOTAL DISTRICT ATTORNEY	2,559,647	0	2,559,647	1,915,500.28	.00	644,146.72 74.8%

2



#### **BUDGET REPORT FY2025**

FOR 2025 10						
ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE PCT BUDGET USED
1110301 EXEC- ADMINSTRATION  1110301 5120 WAGES FT 1110301 5205 WAGES PT 1110301 5401 OVERTIME 1110301 5510 MED EXP 1110301 5520 MSR EXP 1110301 5530 FICA EXP 1110301 5540 WC EXP 1110301 5560 DEF EXP 1110301 6301 PROF SVC 1110301 6302 LEGAL 1110301 6400 INS BLDG 1110301 6407 SURETY 1110301 6506 PRINTING 1110301 6507 ADVERTISIN 1110301 6508 DUES 1110301 6509 BOOKS 1110301 6513 LEASES 1110301 6500 TELEPHONE	557,166 69,173 0 155,963 35,459 47,727 1,861 49,485 12,000 35,000 30,000 5,400 4,500 950 4,000 1,000 41,000 6,000 6,000 4,500	O O O O O O O O O O O O O O O O O O O	557,166 69,173 0 155,963 35,459 47,727 1,861 49,485 12,000 35,000 30,000 5,400 4,500 950 4,000 1,000 41,000 200 5,000 6,000 4,500	472,539.26 62,516.07 325.65 137,712.88 26,736.94 38,470.66 2,174.46 39,776.99 5,891.17 8,038.33 44,960.97 1,691.19 1,427.92 2,365.04 520.31 126.47 556.00 42,647.04 16.04 769.85 4,463.46 2,038.22	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	84,626.74 84.8% 6,656.93 90.4% -325.65 100.0% 18,250.12 88.3% 8,722.06 75.4% 9,256.34 80.6% -313.46 116.8% 9,708.01 80.4% 6,108.83 49.1% 26,961.67 23.0% -14,960.97 149.9% 3,708.81 31.3% 2,072.08 40.8% 2,134.96 52.6% 429.69 54.8% 3,873.53 3.2% 444.00 55.6% -1,647.04 104.0% 183.96 8.0% 4,230.15 15.4% 1,536.54 74.4% 2,461.78 45.3%
TOTAL EXEC- ADMINSTRATION	1,069,884	0	1,069,884	895,764.92	.00	174,119.08 83.7%



#### **BUDGET REPORT FY2025**

**EXPENSES THRU APRIL 2025** 

FOR 2025 10							
ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1110302 EXEC- INFORMATION TECH							
1110302 5120 WAGES FT 1110302 5401 OVERTIME 1110302 5510 MED EXP 1110302 5520 MSR EXP 1110302 5530 FICA EXP 1110302 5540 WC EXP 1110302 6130 TRANS 1110302 6301 PROF SVC 1110302 6500 OFFICE SUP 1110302 6503 COMP SOFT 1110302 6512 TRAINING 1110302 6514 MAINTENANC 1110302 6611 COMP REPAI 1110302 6800 TELEPHONE 1110302 7355 COMP HARD	385,718 0 93,297 40,524 29,392 1,323 4,000 21,000 1,000 45,000 10,000 404,077 8,000 59,000	0 0 0 0 0 0 0 0 0 500 0 0	385,718 0 93,297 40,524 29,392 1,323 4,000 21,000 45,500 10,000 404,077 8,000 59,000	310,161.58 435.93 74,518.35 30,686.46 22,602.71 2,803.37 128.14 4,169.46 576.33 52,126.38 47.00 395,290.06 5,462.87 62,089.60 368.20	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	75,556.42 -435.93 18,778.65 9,837.54 6,789.29 -1,480.37 3,871.86 16,830.54 423.67 -7,126.38 9,953.00 8,786.94 2,537.13 -3,089.60 -368.20	80.4% 100.0% 79.9% 75.7% 76.9% 211.9% 3.2% 19.9% 57.6% 115.7% 97.8% 68.3% 105.2% 100.0%
TOTAL EXEC- INFORMATION TECH	1,102,331	500	1,102,831	961,466.44	500.00	140,864.56	87.2%

Report generated: 05/08/2025 16:32 User: tgrover Program ID: glytdbud



#### **BUDGET REPORT FY2025**

**EXPENSES THRU APRIL 2025** 

FOR 2025 10  ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE PCT BUDGET USED
1110303 EXEC-GARAGE						
1110303 5120 WAGES FT 1110303 5401 OVERTIME 1110303 5510 MED EXP 1110303 5520 MSR EXP 1110303 5530 FICA EXP 1110303 6500 OFFICE SUP 1110303 6502 CLEAN SUP 1110303 6504 MAINT SUP 1110303 6505 PRINTING 1110303 6505 PRINTING 1110303 6507 ADVERTISIN 1110303 6514 MAINTENANC 1110303 6602 LOTS/GROUN 1110303 6603 BLD/STRUC 1110303 6605 ELECTRICAL 1110303 6606 PAINTING 1110303 6607 PLUMBING 1110303 6607 PLUMBING 1110303 6801 ELECTRICIT 1110303 6801 ELECTRICIT 1110303 6803 WATER 1110303 6804 SEWER 1110303 6908 UNIFORMS 1110303 6908 UNIFORMS 1110303 6913 SAFETY	55,253 4,000 12,752 5,524 4,515 2,722 1,000 600 1,000 2,500 500 2,000 1,500 2,500 2,500 2,500 2,500 2,500 2,500 1,100 350 750 1,000	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	55,253 4,000 12,752 5,524 4,515 2,722 1,000 600 1,000 2,500 2,000 2,500 2,500 2,500 2,500 2,500 2,500 1,100 350 750 1,000 100 250 400	45,235.01 1,424.86 19,597.07 4,619.42 4,190.29 3,119.93 64.35 .00 2,408.33 38.34 .00 7,692.36 .00 52,714.50 1,519.61 2,775.00 .75,95 717.29 3,562.98 .00 .00 .00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	10,017.99 81.9% 2,575.14 35.6% -6,845.07 153.7% 904.58 83.6% 324.71 92.8% -397.93 114.6% 935.65 6.4% 600.00 .0% -1,408.33 240.8% 2,461.66 1.5% 500.00 .0% 2,307.64 76.9% 500.00 .0% -50,714.50 2635.7% -19.61 100.8% -275.00 111.0% 2,500.00 .0% 19,192.52 23.2% 533.26 51.5% -5,430.79 100.0% 199.05 43.1% 32.71 95.6% -2,562.98 356.3% 100.00 .0% 250.00 .0% 400.00 .0%
TOTAL EXEC-GARAGE	138,316	1,053	139,369	161,635.30	1,053.15	-23,319.30 116.7%

5



#### **BUDGET REPORT FY2025**

**EXPENSES THRU APRIL 2025** 

FOR 2025 10							
ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1110304 EXEC- HUMAN RESOURCES							
1110304 5120 WAGES FT 1110304 5401 OVERTIME 1110304 5510 MED EXP 1110304 5520 MSR EXP 1110304 5530 FICA EXP 1110304 5540 WC EXP 1110304 6560 DEF EXP 1110304 6301 PROF SVC 1110304 6500 OFFICE SUP 1110304 6505 PRINTING 1110304 6506 POSTAL 1110304 6508 DUES 1110304 6509 BOOKS 1110304 6512 TRAINING 1110304 6512 TRAINING 1110304 6515 Wellness 1110304 6515 Wellness 1110304 6800 TELEPHONE	563,880 0 112,381 50,919 42,968 1,141 5,634 2,500 45,000 4,500 2,000 4,150 15,900 1,950 2,000 1,950 2,000 1,951	0 0 0 0 0 0 0 0 0 0	563,880 0 112,381 50,919 42,968 1,141 5,634 2,500 45,000 4,500 175 500 2,000 4,150 15,900 1,950 2,000 1,541	481,953.23 45.78 100,584.22 43,381.92 36,184.33 1,330.59 7,242.76 1,069.34 18,582.24 2,446.40 42.98 204.77 2,374.50 .00 1,465.06 1,293.08 12,613.00 752.59	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	81,926.77 -45.78 11,796.78 7,537.08 6,783.67 -189.59 -1,608.76 1,430.66 26,417.76 2,053.60 132.02 295.23 -374.50 4,150.00 14,434.94 656.92 -10,613.00 788.41	85.5% 100.0% 89.5% 85.2% 84.2% 116.6% 128.6% 42.8% 41.3% 54.4% 24.6% 41.0% 118.7% .0% 9.2% 66.3% 630.7% 48.8%
1110304 7361 OCCUP  TOTAL EXEC- HUMAN RESOURCES	7,000 864,139	0	7,000 864,139	1,586.04 713,152.83	.00	5,413.96 150,986.17	22.7% 82.5%

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#### **BUDGET REPORT FY2025**

FOR 2025 10							
ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE PCT BUDGET USE	ED
11105 FACILITIES DEPT							
11105 5120 WAGES FT 11105 5205 WAGES PT 11105 5210 TEMP 11105 5401 OVERTIME 11105 5510 MED EXP 11105 5520 MSR EXP 11105 5530 FICA EXP 11105 5540 WC EXP 11105 6130 TRANS 11105 6131 GAS, OIL 11105 6132 VEH REPAIR 11105 6301 PROF SVC 11105 6303 SPEC SVC 11105 6304 SECURITY 11105 6400 INS-BLDG 11105 6401 INS-LIAB 11105 6402 INS-VEH 11105 6500 OFF SUPPLY 11105 6500 OFF SUPPLY 11105 6500 FRINTING 11105 6504 MAINTENANC 11105 6505 PRINTING 11105 6506 POSTAL 11105 6507 ADVERTISIN 11105 6511 EQUIPMENT 11105 6511 EQUIPMENT 11105 6512 TRAIN/EDUC 11105 6601 SNOW REMOV 11105 6601 SNOW REMOV 11105 6601 LOTS/GROUN 11105 6601 BLDG/STRUC 11105 6604 HEATING 11105 6606 PAINTING 11105 6607 PLUMBING	1,262,623 0 0 35,000 319,145 112,711 99,268 30,768 4,211 1,500 63,000 70,000 13,000 9,500 1,700 53,072 16,163 13,893 8,196 1,500 15,000 10,000 450 200 450 300 3,500 12,700 2,500 122,000 73,500 30,500 30,500 35,000 23,500 7,000 10,000	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	1,262,623 0 35,000 319,145 112,711 99,268 30,768 4,211 1,500 63,000 70,000 13,000 13,999 1,700 53,072 16,163 13,893 8,196 1,500 15,000 10,000 450 200 0 450 200 0 450 200 0 73,500 12,700 2,500 122,000 73,500 3,000 33,000 35,000 23,500 7,000 10,000	1,042,463.86	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	220,159.14 82.6% -4,895.12 100.0% -941.76 100.0% 15,126.21 56.8% 72,839.02 77.2% 18,075.96 84.0% 19,781.34 80.1% -5,180.30 116.8% 2,549.85 39.4% 1,314.03 12.4% 32,329.79 48.7% 62,648.73 10.5% -20,819.58 260.2% -325.81 102.3% -3,577.30 310.4% 35,019.99 34.0% 15,170.81 6.1% 9,167.41 34.0% 5,408.20 34.0% -476.69 131.8% -188.62 101.3% 4,533.48 54.7% 200.00 -1,565.49 100.0% -2,016.97 5.7.6% -4,359.05 134.3% 426.72 82.9% -44,215.96 136.2% -4,359.05 134.3% 426.72 82.9% -44,215.96 136.2% -7,716.53 100.0% 629.81 87.4% -4,927.28 264.2% 13,080.15 57.1% 14,492.52 58.6% 2,456.07 89.5% 5,923.82 15.4% -13,745.05 237.5%	X 0 X 0 X 0 X 0 X 0 X 0 X 0 X 0 X 0 X 0



#### **BUDGET REPORT FY2025**

**EXPENSES THRU APRIL 2025** 

FOR 2025 10							
ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11105 6608 ELEVATOR 11105 6609 EQUIPMENT 11105 6612 FURNITURE 11105 6800 TELEPHONE 11105 6801 ELECTRICIT 11105 6803 WATER 11105 6804 SEWER 11105 6805 RUBBISH 11105 6806 FUEL OIL 11105 6906 PAPER 11105 6908 UNIFORMS 11105 6908 UNIFORMS 11105 6909 CLEANING 11105 6913 SAFETY	2,000 5,000 3,000 7,000 114,148 155,000 6,500 32,000 17,500 1,500 10,000 4,500 3,000 3,000	0 0 0 0 0 0 0 0 0	2,000 5,000 3,000 7,000 114,148 155,000 6,500 32,000 17,500 1,500 10,000 4,500 3,000 3,000	2,583.70 12,592.54 2,382.74 6,640.82 85,823.30 76,172.54 4,200.68 24,261.43 10,812.19 .00 2,367.12 4,338.12 .00 2,637.59	.00 .00 .00 .00 .00 .00 .00 .00 .00	-583.70 -7,592.54 617.26 359.18 28,324.70 78,827.46 2,299.32 7,738.57 6,687.81 1,500.00 7,632.88 161.88 3,000.00 362.41	129.2% 251.9% 79.4% 94.9% 75.2% 49.1% 64.6% 75.8% 61.8% .0% 23.7% 96.4% .00% 87.9%
TOTAL FACILITIES DEPT	2,833,998	4,499	2,838,497	2,292,452.38	4,498.59	541,545.62	80.9%

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#### **BUDGET REPORT FY2025**

FOR 2025 10						
ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE PCT BUDGET USED
				743,844.37 4,628.99 143,726.90 52,427.73 56,486.44 20,511.87 13,875.78 9,691.86 2,696.63 18,065.00 13,589.39 23,464.00 8,305.58 7,514.54 7,801.49 2,836.69 750.00 3,839.00 240.73 3,126.30 7,025.86 56,273.16 1,393.27	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	
1110605 6915 Poly 1110605 6949 SPECIAL 1110605 6950 MISC EXP 1110605 7350 OFFICE EQ	8,000 3,000	0 0 0 0	8,000 3,000	7,125.00 -546.58 3,087.21 78.32	.00 .00 .00 .00	-7,125.00 100.0% 546.58 100.0% 4,912.79 38.6% 2,921.68 2.6%
TOTAL SHER-ADMINISTRATION	1,577,188	0	1,577,188	1,211,859.53	.00	365,328.47 76.8%



#### **BUDGET REPORT FY2025**

FOR 2025 10						
ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE PCT BUDGET USED
				3,140,631.82 19,586.61 353,539.36 776,105.34 440,509.88 265,120.81 128,808.09 3,380.31 13,458.24 174,129.79 12,547.25 46,586.98 389.59 2,129.55 63,127.44 32,559.60 1,594.11 36,830.85 42,299.74 7,394.62 4,460.35 75.80 830.65 16,106.77 14,018.60	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	
1110606 7367 DIVE TEAM 1110606 7368 HGUARD 1110606 7369 VIPS	6,500 2,500 2,000	0 0 0	6,500 2,500 2,000	2,878.35 964.77 651.18	.00 .00 .00	3,621.65 44.3% 1,535.23 38.6% 1,348.82 32.6%
TOTAL SHER-LAW ENFORCEMENT	7,323,821	0	7,323,821	5,600,716.45	.00	1,723,104.55 76.5%



#### **BUDGET REPORT FY2025**

FOR 2025 10						
ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE PCT BUDGET USED
1110607 SHER-CORRECTIONS DIV						
1110607 5120 WAGES FT 1110607 5205 WAGES PT 1110607 5401 OVERTIME 1110607 5510 MED EXP 1110607 5520 MSR EXP 1110607 5530 FICA EXP 1110607 5540 WC EXP 1110607 6540 WC EXP 1110607 6130 TRANS 1110607 6131 GAS, OIL 1110607 6132 VEH REPAIR 1110607 6301 PROF SVC 1110607 6301 PROF SVC 1110607 6302 LEGAL SERV 1110607 6303 CONTRACT S 1110607 6304 SECURITY 1110607 6400 INS BLDG 1110607 6401 INS LIAB 1110607 6500 OFFICE SUP 1110607 6501 TRAIN SUP 1110607 6502 CLEAN SUP 1110607 6504 MAINT SUP 1110607 6505 PRINTING 1110607 6506 POSTAL 1110607 6507 ADVERTISIN 1110607 6510 TOOLS 1110607 6510 TOOLS 1110607 6511 TRAIN SUP 1110607 6512 TRAINING 1110607 6514 MAINTENANC 1110607 6601 SNOW REM 1110607 6602 LOTS/GROUN 1110607 6603 BLD/STRUC 1110607 6604 HEATING 1110607 6605 PLUMBING	8,350,237 1,657,688 1,995,138 1,153,417 760,659 260,000 14,500 27,500 10,000 3,500 20,000 3,900,000 1,100 91,122 176,939 17,173 20,000 15,500 1,000 5,500 1,550 3,750 12,600 35,000 43,000 100,000 6,000 43,000 155,000 100,000 1	000000000000000000000000000000000000000	8,350,237 0 1,657,688 1,995,138 1,153,417 760,659 260,000 7,000 14,500 27,500 10,000 3,500 20,000 3,900,000 1,100 91,122 176,939 17,173 20,000 15,500 1,000 5,500 1,000 1,550 3,750 12,600 35,000 43,000 100,000 6,000 43,000 100,000 6,000 43,000 15,000 100,00	8,049,553.43 6,212.40 829,338.66 1,697,424.90 962,845.14 648,145.24 305,530.78 2,265.28 5,272.76 21,879.10 6,667.33 484.41 .00 7,152.65 32,363.81 3,603,687.73 1,040.25 29,260.40 56,816.32 5,514.53 16,340.27 911.11 119.06 4,968.54 1,082.21 9,978.18 748.00 5,860.70 14,598.97 62,296.83 59,086.64 75,556.13 2,368.00 2,568.93 20,283.61 42,047.16 24,470.18 993.73 8,671.78	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	300,683.57 96.4% -6,212.40 100.0% 828,349.34 50.0% 297,713.10 85.1% 190,571.86 83.5% 112,513.76 85.2% -45,530.78 117.5% 4,734.72 32.4% 9,227.24 36.4% 5,620.90 79.6% 3,332.67 66.7% 3,015.59 13.8% 2,000.00 .0% -2,152.65 143.1% -12,363.81 161.8% 296,312.27 92.4% 596,312.27 92.4% 597.75 94.6% 61,861.60 32.1% 120,122.68 32.1% 11,658.47 32.1% 3,659.73 81.7% 14,088.89 6.1% -119.06 100.0% 10,531.46 32.1% 11,658.47 32.1% 3,659.73 81.7% 14,088.89 6.1% -119.06 100.0% 10,531.46 32.1% -82.21 108.2% -4,478.18 181.4% 1,000.00 .0% 802.00 48.3% -2,110.70 156.3% -1,998.97 115.9% -27,296.83 178.0% -2,110.70 156.3% -1,998.97 15.9% -27,296.83 178.0% -16,086.64 137.4% 24,443.87 75.6% 3,632.00 39.5% 1,431.07 64.2% 4,716.39 81.1% 12,952.84 76.4% 20,529.82 54.4% 14,006.27 6.6% 5,328.22 61.9%



#### **BUDGET REPORT FY2025**

FOR 2025 10							
ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
111 GENERAL FUND  1110607 6609 EQUIPMENT 1110607 6800 TELEPHONE 1110607 6801 ELECTRICIT 1110607 6802 GAS UTIL 1110607 6804 SEWER 1110607 6805 RUBBISH 1110607 6902 ALT SENT 1110607 6902 ALT SENT 1110607 6904 INST 1110607 6904 INST 1110607 6907 CLOTH PRIS 1110607 6912 BOOK SUP 1110607 6913 SAFETY 1110607 6914 NON FOOD 1110607 6917 PREA 1110607 7305 BLDG IMP 1110607 7325 FURNITURE 1110607 7350 OFFICE EQ 1110607 7360 SAFETY 1110607 7360 SAFETY	35,000 23,000 200,000 175,000 19,775 130,000 29,500 30,000 39,000 65,000 15,000 15,000 40,000 13,000 335,000 9,000 11,000 40,000 33,500 30,000 35,000	O O O O O O O O O O O O O O O O O O O	35,000 23,000 200,000 175,000 19,775 130,000 5,500 700,000 39,000 65,000 15,000 15,000 11,000 40,000 11,000 40,000 35,500 30,000 35,000 12,000	7,473.79 22,735.51 176,022.94 215,531.51 18,851.15 136,386.15 28,279.21 .00 .00 821,662.17 37,251.41 .866.12 32,228.28 67,049.59 10,929.53 .640.59 63,074.37 .5,186.48 298,801.63 .00 7,307.07 .00 2,510.60 5,393.18 12,651.45 3,940.00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	27,526.21 264.49 23,977.06 -40,531.51 923.85 -6,386.15 1,220.79 3,000.00 5,500.00 -121,662.17 1,748.59 -866.12 -2,228.28 -2,049.59 4,070.47 -640.59 -23,074.37 7,813.52 36,198.37 9,000.00 3,692.93 40,000.00 989.40 24,606.82 22,348.55 8,060.00	21.4% 98.9% 88.0% 123.2% 95.3% 104.9% 95.5% .0% .117.4% 95.5% 100.0% 107.4% 103.2% 72.9% 100.0% 157.7% 39.9% 89.2% .0% 66.4% .0% 71.7% 18.0% 36.1% 32.8%
TOTAL SHER-CORRECTIONS DIV	20,869,148	0	20,869,148	18,599,177.88	.00	2,269,970.12	89.1%



#### **BUDGET REPORT FY2025**

FOR 2025 10							
ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1110608 SHER-CIVIL DIVISION							
1110608 5120 WAGES FT 1110608 5401 OVERTIME 1110608 5510 MED EXP 1110608 5520 MSR EXP 1110608 5530 FICA EXP 1110608 5540 WC EXP 1110608 6130 TRANS 1110608 6500 OFFICE SUP 1110608 6505 PRINTING 1110608 6505 POSTAL 1110608 6506 POSTAL 1110608 6501 TELEPHONE 1110608 6908 UNIFORMS 1110608 7350 OFFICE EQ	257,507 0 46,759 25,501 19,699 8,567 0 37,000 1,500 750 13,460 750 2,000 1,200 2,000	0 0 0 0 0 0 0 0 0	257,507 0 46,759 25,501 19,699 8,567 0 37,000 1,500 750 13,460 750 2,000 1,200 2,000	212,798.86 6,698.75 35,663.82 20,994.65 17,134.66 10,009.50 374.71 24,670.02 708.29 25.00 3,689.68 181.28 1,257.00 800.00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	44,708.14 -6,698.75 11,095.18 4,506.35 2,564.34 -1,442.50 -374.71 12,329.98 791.71 725.00 9,770.32 568.72 743.00 400.00 2,000.00	82.6% 100.0% 76.3% 82.3% 87.0% 116.8% 100.0% 66.7% 47.2% 3.3% 27.4% 24.2% 62.9% 66.7%
TOTAL SHER-CIVIL DIVISION	416,693	0	416,693	335,006.22	.00	81,686.78	80.4%



#### **BUDGET REPORT FY2025**

FOR 2025 10							
ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11107 REGISTRY OF DEEDS							
11107 5120 WAGES FT 11107 5510 MED EXP 11107 5520 MSR EXP 11107 5530 FICA EXP 11107 5540 WC EXP 11107 5560 DEF EXP 11107 6500 OFFICE SUP 11107 6505 PRINTING 11107 6506 POSTAL 11107 6508 DUES 11107 6512 TRAINING 11107 6513 LEASES 11107 6800 TELEPHONE 11107 7350 OFFICE EQU	458,024 130,076 30,118 35,039 2,116 1,792 5,500 6,000 700 12,000 500 2,500 140,000 6,000 4,000	0 0 0 0 0 0 0 0 0	458,024 130,076 30,118 35,039 2,116 1,792 5,500 6,000 12,000 2,500 2,500 140,000 6,000 4,000	341,208.10 100,906.14 23,931.59 24,944.46 3,371.06 1,439.55 2,107.18 3,442.26 654.09 8,056.82 480.00 1,123.38 108,011.59 4,288.29 419.89	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	116,815.90 29,169.86 6,186.41 10,094.54 -1,255.06 352.45 3,392.82 2,557.74 45.91 3,943.18 20.00 1,376.62 31,988.41 1,711.71 3,580.11	74.5% 77.6% 79.5% 71.2% 159.3% 80.3% 38.3% 57.4% 93.4% 67.1% 96.0% 44.9% 77.2% 71.5% 10.5%
TOTAL REGISTRY OF DEEDS	834,365	0	834,365	624,384.40	.00	209,980.60	74.8%



#### **BUDGET REPORT FY2025**

FOR 2025 10  ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	VTD EXPENDED	ENCLIMEDANCES	AVAILABLE PCT
11 GENERAL FUND  11108 REGISTRY OF PROBATE  11108 5120 WAGES FT 11108 5205 WAGES PT 11108 5401 OVERTIME 11108 5510 MED EXP 11108 5520 MSR EXP 11108 5540 WC EXP 11108 5540 WC EXP 11108 5560 DEF EXP 11108 6301 PROF SVC 11108 6306 ATTY EXP 11108 6306 ATTY EXP 11108 6500 OFFICE SUP 11108 6505 PRINTING 11108 6506 POSTAL 11108 6507 ADVERTISIN 11108 6508 DUES 11108 6509 BOOKS 11108 6512 TRAINING 11108 6511 LEASES 11108 6700 ABSTACT 11108 6800 TELEPHONE	506,549 0 0 117,885 35,894 38,751 1,384 7,164 2,500 5,000 75,000 75,000 750 12,00	O O O O O O O O O O O O O O O O O O O	506,549 0 0 117,885 35,894 38,751 1,384 7,164 2,500 5,000 75,000 75,000 12,000 12,000 1,000 1,900 20,000 950	351,929.13 52,242.85 207.01 88,255.87 22,045.00 30,306.25 1,616.98 2,150.00 7,648.13 97,792.11 256.71 7,109.19 479.88 13,177.08 8,217.54 400.00 6,637.22 423.25 1,146.30 12,674.00 352.61	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	154,619.87 69.5% -52,242.85 100.0% -207.01 100.0% 29,629.13 74.9% 13,849.00 61.4% 8,444.75 78.2% -232.98 116.8% 5,014.00 30.0% 2,500.00 .0% -2,648.13 153.0% -22,792.11 130.4% 143.29 64.2% 390.81 94.8% 270.12 64.0% -1,177.08 109.8% 3,782.46 68.5% 150.00 72.7% -137.22 102.1% 576.75 42.3% 7,326.00 63.4% 597.39 37.1%
11108 6807 VIS EXP  TOTAL REGISTRY OF PROBATE	40,000 893,677	0	40,000 893,677	27,250.00 732,317.11	.00	12,750.00 68.1% 161,359.89 81.9%



#### **BUDGET REPORT FY2025**

FOR 2025 10							
ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11109 FINANCE OFFICE							
11109 5120 WAGES FT 11109 5401 OVERTIME 11109 5510 MED EXP 11109 5520 MSR EXP 11109 5530 FICA EXP 11109 5540 WC EXP 11109 6130 TRANS 11109 6300 AUDIT 11109 6401 INS LIAB 11109 6500 OFFICE SUP 11109 6505 PRINTING 11109 6506 POSTAL 11109 6508 DUES 11109 6512 TRAINING 11109 6514 MAINT CONT 11109 6800 TELEPHONE 11109 6950 MISC EXP 11109 7325 FURNITURE	326,058 500 72,915 33,258 24,982 1,384 3,000 26,000 400 4,000 550 5,000 1,700 3,000 72,900 2,500 0 1,000	0 0 0 0 0 0 0 0 0 0	326,058 500 72,915 33,258 24,982 1,384 3,000 26,000 4,000 550 5,000 1,700 3,000 72,900 2,500 0 1,000	271,990.25 .00 54,182.40 26,851.09 20,610.65 1,616.98 760.23 42,850.00 .00 3,466.04 321.00 5,557.92 1,380.00 1,194.60 75,601.07 1,709.25 240.00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	54,067.75 500.00 18,732.60 6,406.91 4,371.35 -232.98 2,239.77 -16,850.00 400.00 533.96 229.00 -557.92 320.00 1,805.40 -2,701.07 790.75 -240.00 1,000.00	83.4% .0% 74.3% 80.7% 82.5% 116.8% 25.3% 164.8% .0% 86.7% 58.4% 111.2% 81.2% 39.8% 103.7% 68.4% 100.0%
TOTAL FINANCE OFFICE	579,147	0	579,147	508,331.48	.00	70,815.52	87.8%



#### **BUDGET REPORT FY2025**

FOR 2025 10							
ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11110 CCRCC COOMUNICATIONS 11110 5120 WAGES FT	2 207 876	0	2 207 876	1,920,862.16	00	287 012 04	87.0%
11110 5205 WAGES PT 11110 5401 OVERTIME 11110 5510 MED EXP 11110 5520 MSR EXP	2,207,876 2,500 220,346 615,509 244,622	0 0 0 0	2,207,876 2,500 220,346 615,509 244,622	.00 165,963.37 439,698.47 245,826.05	.00 .00 .00 .00 .00	287,013.84 2,500.00 54,382.63 175,810.53 -1,204.05	.0% 75.3% 71.4% 100.5%
11110 5530 FICA EXP 11110 5540 WC EXP 11110 6130 TRANS 11110 6131 GAS, OIL 11110 6230 RADIO SITE	185,950 7,673 15,000 600 108,683	0 0 0 0	185,950 7,673 15,000 600 108,683	155,147.03 8,965.02 12,807.97 534.90 114,441.20	.00 .00 .00 .00	30,802.97 -1,292.02 2,192.03 65.10	83.4% 116.8% 85.4% 89.2% 105.3%
11110 6231 BASE RADIO 11110 6301 PROF SVC 11110 6401 INS-LIAB 11110 6500 OFFICE SUP	10,000 1,000 300 7,000	0 0 0 0	10,000 1,000 300 7,000	7,062.51 5,654.15 102.04 3,563.63	.00 .00 .00 .00	2,937.49 -4,654.15 197.96 3,436.37	70.6% 565.4% 34.0% 50.9%
11110 6501 TRAINING S 11110 6505 PRINING 11110 6506 POSTAL 11110 6508 DUES 11110 6509 BOOKS	0 750 250 2,000 500	0 0 0 0	0 750 250 2,000 500	236.77 465.66 64.34 2,662.00 197.82	.00 .00 .00 .00	284.34 185.66	100.0% 62.1% 25.7% 133.1% 39.6%
11110 6512 TRAINING S 11110 6513 LEASES 11110 6609 EQUIP REP 11110 6800 TELEPHONE	38,000 143,404 0 30,000	0 0 0 0	38,000 143,404 0 30,000	23,552.74 129,045.00 -20.45 18,554.36	.00 .00 .00 .00	14,447.26 14,359.00 20.45 11,445.64	62.0% 90.0% 100.0% 61.8%
11110 6908 UNIFORMS 11110 7350 OFFICE EQ 11110 7365 RADIO EQ TOTAL CCRCC COOMUNICATIONS	7,000 2,000 0 3,850,963	0 0 0	7,000 2,000 0 3,850,963	6,458.96 41.98 7,206.05 3,269,093.73	.00 .00 .00	541.04 1,958.02 -7,206.05 581,869.27	92.3% 2.1% 100.0% 84.9%



#### **BUDGET REPORT FY2025**

FOR 2025 10							
ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11111 PUBLIC HEALTH							
11111 5120 WAGES FT	160,000	0	160,000	31,283.73	.00	128,716.27	19.6%
11111 5510 MED EXP 11111 5520 MSR EXP	0	0	0	7,088.08 3,096.00	.00 .00	-7,088.08 -3,096.00	100.0% 100.0%
11111 5530 FICA EXP	ŏ	ŏ	ŏ	2,227.53	.00	-2,227.53	100.0%
11111 6130 TRANS	Ō	Ô	0	207.62	.00	-207.62	100.0%
11111 6500 OFFICE SUP	0	0	0	64.29	.00	-64.29	100.0%
11111 6506 POSTAL	0	0	0	. 69	.00	69	100.0%
11111 6508 DUES	0	0	0	1,475.00	.00	-1,475.00	100.0%
11111 6512 TRAINING	Ō	Q	0	194.37	.00	-194.37	100.0%
11111 6800 TELEPHONE	0	0	0	887.40	.00	887.40	100.0%
11111 6950 MISC EXP	0	0	0	7,682.55	.00	-7,682.55	100.0%
TOTAL PUBLIC HEALTH	160,000	0	160,000	54,207.26	.00	105,792.74	33.9%



#### **BUDGET REPORT FY2025**

FOR 2025 10							
ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11120 DEBT							
11120 9103 CC 1993 11120 9104 CIP PRIN 11120 9109 CIP INT 11120 9113 CIV CTR 11120 9202 CC INTERES 11120 9220 TAN INT	432,045 814,638 174,697 1,440,000 688,462 81,000	0 0 0 0 0	432,045 814,638 174,697 1,440,000 688,462 81,000	.00 661,952.40 153,516.25 .00 .00	.00 .00 .00 .00 .00	432,045.00 152,685.60 21,180.75 1,440,000.00 688,462.00 81,000.00	.0% 81.3% 87.9% .0% .0%
TOTAL DEBT	3,630,842	0	3,630,842	815,468.65	.00	2,815,373.35	22.5%



#### **BUDGET REPORT FY2025**

**EXPENSES THRU APRIL 2025** 

FOR 2025 10							
ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11130 COUNTY GRANTS							
11130 8002 CC EXT 11130 8003 SOIL 11130 8005 PORTLAND 11130 8007 SOUTHERN	125,000 18,000 10,000 0	0 0 0 0	125,000 18,000 10,000 0	62,500.00 .00 10,000.00 -2,972.00	.00 .00 .00	62,500.00 18,000.00 .00 2,972.00	50.0% .0% 100.0% 100.0%
TOTAL COUNTY GRANTS	153,000	0	153,000	69,528.00	.00	83,472.00	45.4%

20



#### **BUDGET REPORT FY2025**

**EXPENSES THRU APRIL 2025** 

FOR 2025 10							
ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11131 HUMAN SERVICES							
11131 8500 HUMAN SERV	115,000	0	115,000	.00	.00	115,000.00	.0%
TOTAL HUMAN SERVICES	115,000	0	115,000	.00	.00	115,000.00	.0%

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#### **BUDGET REPORT FY2025**

FOR 2025 10							
ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11140 MISCELLANEOUS							
11140 5520 MSR EXP 11140 5550 UNEMPLOY	6,000 5,000	0	6,000 5,000	11,205.20 43,748.90	.00	-5,205.20 -38,748.90	186.8% 875.0%
TOTAL MISCELLANEOUS	11,000	0	11,000	54,954.10	.00	-43,954.10	499.6%



#### **BUDGET REPORT FY2025**

FOR 2025 10							
ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11141 MISCELLANEOUS							
11141 5501 TERM PAY 11141 5502 CONT 11141 9498 REF & INFO 11141 9500 CC SUBSIDY 11141 9526 CIP COUNTY	495,000 45,000 94,999 648,000 376,600	0 0 0 0	495,000 45,000 94,999 648,000 376,600	495,000.00 .00 28,273.19 .00 316,600.00	.00 .00 .00 .00	.00 45,000.00 66,725.81 648,000.00 60,000.00	100.0% .0% 29.8% .0% 84.1%
TOTAL MISCELLANEOUS	1,659,599	0	1,659,599	839,873.19	.00	819,725.81	50.6%



#### **BUDGET REPORT FY2025**

**EXPENSES THRU APRIL 2025** 

FOR 2025 10							
ACCOUNTS FOR: 11 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11150 BENEFITS AND INSURANCE							
11150 5535 PFML EXP	0	0	0	20,815.30	.00	-20,815.30	100.0%
TOTAL BENEFITS AND INSURANCE	0	0	0	20,815.30	.00	-20,815.30	100.0%
TOTAL GENERAL FUND	51,350,607	6,052	51,356,659	40,184,511.19	6,051.74	11,166,095.81	78.3%
TOTAL EXPENSES	51,350,607	6,052	51,356,659	40,184,511.19	6,051.74	11,166,095.81	

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### **CUMBERLAND COUNTY**



### **BUDGET REPORT FY2025**

**EXPENSES THRU APRIL 2025** 

FOR 2025 10							
	ORTO	INAL TRANFRS	/ REVISED			AVAILABLE	PCT
		ROP ADJSTMT	,	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED
GP	AND TOTAL 51,350	607 6.05	2 51 356 659	40,184,511.19	6 051 74	11,166,095.81	78.3%

\*\* END OF REPORT - Generated by Theresa Grover \*\*

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### **BUDGET REPORT FY2025**

**EXPENSES THRU APRIL 2025** 

REPORT OPTIONS

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Field #
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  Sequence 1
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                    9
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  Report title:
   BUDGET REPORT FY2025
  Includes accounts exceeding 0% of budget.
  Print totals only: N
                                                    Year/Period: 2025/10
  Print Full or Short description: S
Print full GL account: N
                                                    Print MTD Version: N
  Format type: 1
                                                    Roll projects to object: N
  Double space: N
                                                    Carry forward code: 1
  Suppress zero bal accts: Y
  Include requisition amount: N
  Print Revenues-Version headings: N
  Print revenue as credit: Y
  Print revenue budgets as zero: N
  Include Fund Balance: N
  Print journal detail: N
From Yr/Per: 2025/ 1
         To Yr/Per: 2025/ 3
  Include budget entries: Y
Incl encumb/liq entries: Y
  Sort by JE # or PO #: J
  Detail format option: 1
  Include additional JE comments: N
  Multiyear view: D
  Amounts/totals exceed 999 million dollars: N
          Find Criteria
Field Name
                    Field Value
Fund
                    11
Department
Activity Ctr
Sub Activity
Character Code
Org
Object
Project
Account type
                    Expense
Account status
Rollup Code
```

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### **Cumberland County**

142 Federal St Portland, ME 04101

### **Position Paper**

**File #:** 25-044 **Agenda Date:** 5/19/2025

### **Agenda Item Request:**

Authorization of the Law Enforcement Services Contract between Cumberland County, Cumberland County Sheriff's Office, and the Town of Naples from June 11, 2025 to September 1, 2025.

### **Background and Purpose of Request:**

Requestor: Captain Joyce, Sheriff's Office

The Town of Naples would receive summer law enforcement services from the Sheriff's Office starting June 11, 2025 and ending September 1, 2025. See attachment for the contract.

### **Funding Amount and Source:**

\$43,765.02 to be received from the Town of Naples.

### **Effective Date if Applicable:**

June 11, 2025

### POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	4/24/25
SUBJECT:	Sheriff Law Enforcement Summer Contract Naples

### **Requested Action:**

Approve the \$43,765.02 Summer Police Service contract with the town of Naples.

### **Background & Purpose of Request:**

The town of Naples would receive forty-hours (40) of Law Enforcement service from the Sheriff's Office starting June 11, 2025 and ending on September 1, 2025.

### **Funding Amount and Source:**

Credit received.

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

• Naples Contract for Summer LE Services

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

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

### NAPLES - PATROL

### 06/11/2025 to 09/01/2025

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

This Contract, effective **June 11, 2025**, is made by and between the Inhabitants of the Town of Naples, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), the County of Cumberland, Maine (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a County Officer elected per the Constitution of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the town limits of Naples, Cumberland County, Maine.

### WITNESSETH:

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

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

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

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

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

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

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

### **ARTICLE 1 – DEFINITIONS**

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

### ARTICLE 2 – LEVELS OF SERVICE

### 2.1 Law Enforcement Patrol Services.

- A. The COUNTY, through the SHERIFF, shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional law enforcement services within and throughout the TOWN to the extent and in the manner herein described.
- B. The SHERIFF, or his designee, shall assign deputy sheriffs and other personnel necessary to provide the level of professional law enforcement services consistent with this Contract as set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto.
  - 1. The SHERIFF shall at all times provide to the Town the equivalent of three (3) full time deputy sheriffs all of whom are certified law enforcement officers by the Maine Criminal Justice Academy.
  - 2. All vacant shifts will be filled by the SHERIFF or his designee.
- C. While contracted to provide law enforcement services, deputy sheriffs will

enforce TOWN ordinances and State statutes. Performance of all duties of deputy sheriffs shall be in accordance with Cumberland County Sheriff's Office General Orders.

- D. When necessary, the COUNTY, through the SHERIFF, shall additionally provide to the TOWN, at no additional cost, the following expertise and services:
  - a. Traffic Crash Investigations/Reconstruction;
  - a. Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations, and Collection of Evidence);
  - b. Prisoner and Jail Services;
  - c. Records Retention;
  - d. Civil Service Officers;
  - e. Patrol and Detection Canine Support;
  - f. Emergency Services Unit (ESU);
  - g. Law Enforcement Training Section;
  - h. Task Force Personnel;
  - i. Crime Prevention;
  - j. Police Service Activities and Volunteers;
  - k. Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victims);
  - I. Dive Team;
  - m. Administrative Investigations (Internal Affairs) for the Cumberland County Sheriff's Office;
  - n. Any other such units or services as the Cumberland County Sheriff's Office may provide normally.
- E. All deputies assigned to the TOWN shall remain within the municipal boundaries during the regularly assigned patrol shift, unless otherwise necessary to perform their official duties.
- F. In the event of an emergency response call and/or an exigent circumstance arises, deputies assigned to the TOWN will perform services in a similar way to that of a police department assisting under a mutual aid agreement.
- G. Vehicles, Supplies, Equipment and Office Furniture:
  - 1. The COUNTY shall provide marked patrol units for performance of the services under this Contract. Each marked patrol unit shall prominently display on

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

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

### 2.2 Administrative Responsibilities.

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

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

- E. The SHERIFF or his designee shall attend meetings of the Town's Select Board and other Town meetings as requested by the TOWN and community meetings and meetings with the Town staff which involve issues of mutual concern. Additionally, when requested by the Town Administrator, the SHERIFF or his designee shall provide advice or consent on law enforcement issues and attend other meetings.
- F. The SHERIFF shall consult with the TOWN a minimum of fourteen (14) days prior to permanent assignment of any deputy to the TOWN or permanent re-assignment of any deputy out of Naples. "Permanent" shall be considered any period of time exceeding sixty (60) calendar days.
- G. The SHERIFF shall make all decisions regarding hiring and firing of the deputies, provided that the SHERIFF replace the deputy only with an individual meeting the qualifications specified in this Contract. Provided further, the SHERIFF shall not terminate the deputy's employment before making provision for replacement of the deputy.
- H. When appropriate and only as provided by law, the SHERIFF shall provide the TOWN with written responses to citizen inquiries and complaints directed towards the

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

### 2.3 Processing of Evidence.

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

### **ARTICLE 3 – OTHER RESPONSIBILITIES**

3.1 Employment: Right of Control.

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

### 3.2 Assignment of Law Enforcement.

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

### 3.3 Sheriff's General Orders.

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

### **ARTICLE 4 – TOWN OF Naples RESPONSIBILITIES**

### 4.1 Office Space.

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

### 4.2 Town's Ordinances.

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

### **ARTICLE 5 – COSTS**

5.1 The total amount due for all law enforcement services for subsequent years shall be based upon the proposal submitted by the Sheriff during the TOWN's budget process to be approved by the Town Selectmen. The total amount due for all services beginning **June 11, 2025**, through **September 01, 2025**, shall be

Forty-three thousand, seven hundred sixty-five dollars and two cents, (\$43,765.02) 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 June 11, 2025, and ending September 01, 2025, all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.
- 12.2 The terms and conditions of this Contract are contingent upon the approval of the SHERIFF and the Cumberland County Commissioners.
- 12.3 In the absence of a notice of termination in accordance with Article 13, this Contract shall automatically renew annually subject to the budget proposal by the COUNTY and subsequent appropriation of the funds required and approval by the TOWN.

### **ARTICLE 13 – TERMINATION**

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

### **ARTICLE 14. - EXTENSION**

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

### **ARTICLE 15 – TRANSITION**

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

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

### ARTICLE 16 - AUTHORITY TO EXECUTE AND ENFORCE

- 16.1 The County Manager, as authorized by the County Commissioners, by his/her execution hereof, does hereby represent to the TOWN that he/she has full power and authority to make and execute this Contract on behalf of the COUNTY pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.
- 16.2 The SHERIFF, by his/her execution hereof, does hereby represent to the TOWN that he/she only has administrative powers to enforce this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.
- 16.3 The Chair of the Naples Select Board, by his/her execution hereof, does represent to the COUNTY and SHERIFF that he/she has full power and authority to make and execute this Contract on behalf of the TOWN.
- 16.4 The portions of this Contract are severable. To the extent any portion of this contract is deemed to be illegal or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Contract shall continue in full force and effect.

### **ARTICLE 17 – COMMUNICATIONS**

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

### **ARTICLE 18 – ENTIRE AGREEMENT**

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

### ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

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

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

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

### List of required equipment:

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

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

SIGNED, SEALED AND DELIVER	RED		
IN THE PRESENCE OF:	COUNTY OF CUMBERLAND BY:		
	COUNTY MANAGER JAMES H. GAILEY		
	DATE:		
SIGNED, SEALED AND DELIVER	RED		
IN THE PRESENCE OF:	COUNTY OF CUMBERLAND		
	BY:		
	SHERIFF KEVIN J. JOYCE		
	DATE:		
SIGNED, SEALED AND DELIVER	RED		
IN THE PRESENCE OF:	INHABITANTS OF THE TOWN OF NAPLES		
	BY: Town Manager		
	DATE: 23 / DAY 2025		



## **Cumberland County**

142 Federal St Portland, ME 04101

### **Position Paper**

**File #**: 25-045 **Agenda Date**: 5/19/2025 **Agenda #**:

### **Agenda Item Request:**

Authorization of the Law Enforcement Services Contract between Cumberland County, Cumberland County Sheriff's Office, and the Town of Frye Island from May 21, 2025 to September 1, 2025.

### **Background and Purpose of Request:**

Requestor: [Courtney George, LEC]

The town of Frye Island would receive forty-hours (40) of Law Enforcement service from the Sheriff's Office starting May 21, 2025 and ending September 1, 2025

**Funding Amount and Source:** 

\$48,021.60 Summer Police Service contract

**Effective Date if Applicable:** 

May 21, 2025 through September 1, 2025

### POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	5/14/25
SUBJECT:	Sheriff Law Enforcement Contract Frye Island

### **Requested Action:**

Approve the \$48,021.60 Summer Police Service contract with the town of Frye Island.

### **Background & Purpose of Request:**

The town of Frye Island would receive forty-hours (40) of Law Enforcement service from the Sheriff's Office starting May 21, 2025 and ending on September 1, 2025.

### **Funding Amount and Source:**

Credit received.

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

• Frye Island Contract for Summer LE Services

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

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

### FRYE ISLAND - PATROL

### 05/21/2025 to 09/01/2025

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

This Contract, effective May 21, 2025, is made by and between the Inhabitants of the Town of Frye Island, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), the County of Cumberland, Maine (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a County Officer elected per the Constitution of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the town limits of Frye Island, Cumberland County, Maine.

### WITNESSETH:

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

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

WHEREAS, the 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

- 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;
  - I. 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

### Report

- schedule for deputies assigned to Frye Island
- monthly categorical summary of calls for service
- monthly summary of moving traffic stops
   With distinction between warnings and summons
- copies of all operational policies approval

and procedures

- copies of approved collective bargaining agreements which pertain to deputies assigned to Frye Island
- summary of pending criminal cases to include
   each case's status in the judicial system

### **Date**

as prepared

15th of following month

15th of following month
within 15 days of

by the Sheriff
within 15 days of final
ratification by all parties

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 Frye Island. "Permanent" shall be considered any period of time exceeding sixty (60) calendar days.
- G. The SHERIFF shall make all decisions regarding hiring and firing of the deputies, provided that the SHERIFF replace the deputy 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

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

### 4.2 Town's Ordinances.

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

### **ARTICLE 5 – COSTS**

5.1 The total amount due for all law enforcement services for subsequent years shall be based upon the proposal submitted by the Sheriff during the TOWN's budget process to be approved by the Town Selectmen. The total amount due for all services beginning May 21, 2025, through September 01, 2025, shall be

Forty-eight thousand, twenty-one dollars and sixty cents, (\$48,021.60) and spread over a 12-month period for costs incurred by the COUNTY as described in this Contract.

- 5.2 The TOWN shall make payment in twelve (12) equal monthly installments. The first installment shall be due **June 1, 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.

- 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**

### 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 Frye Island Select Board, by his/her execution hereof, does represent to the COUNTY and SHERIFF that he/she has full power and authority to make and execute this Contract on behalf of the TOWN.
- 16.4 The portions of this Contract are severable. To the extent any portion of this contract is deemed to be illegal or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Contract shall continue in full force and effect.

### **ARTICLE 17 – COMMUNICATIONS**

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

### **ARTICLE 18 – ENTIRE AGREEMENT**

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

### **ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT**

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

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF: COUNTY OF CUMBERLAND BY: COUNTY MANAGER JAMES H. GAILEY DATE: SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF: COUNTY OF CUMBERLAND **SHERIFF** KEVIN J. JOYCE DATE: 5-14-2025 SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF: INHABITANTS OF THE TOWN OF FRYE ISLAND DATE: 5-5-2625



## **Cumberland County**

142 Federal St Portland, ME 04101

### **Position Paper**

File #: 25-046 Agenda Date: 5/19/2025 Agenda #:

### **Agenda Item Request:**

Authorization of the Law Enforcement Services Contract between Cumberland County, Cumberland County Sheriff's Office, and the Maine School Administrative District #6 from August 2025 to June 2026.

### **Background and Purpose of Request:**

Requestor: [Courtney George, LEC]

SAD #6 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 177 days.

### **Funding Amount and Source:**

\$109,003.97

### **Effective Date if Applicable:**

Beginning August 2025 and ending June 2026 for a total of 177 days.

### POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	5/08/25
SUBJECT:	Sheriff Law Enforcement School Resource Deputy for SAD #6

### **Requested Action:**

Approve the \$109,003.97 for School Resource Deputy Law Enforcement Services for School Administrative District #6.

### **Background & Purpose of Request:**

SAD #6 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 177 days.

### **Funding Amount and Source:**

Credit received.

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

• SAD #6 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

### SAD#6

August 2025 to June 2026 (177 days)

# AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN THE CUMBERLAND COUNTY SHERIFF'S OFFICE, BOARD OF COUNTY COMMISSIONERS AND MAINE SCHOOL DISTRICT 6

This Contract, effective August 2025, is made by and between MSAD 6, 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 Standish, Cumberland County, Maine.

### WITNESSETH:

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. Patrol Unit shall mean one staffed, marked patrol car and all standard equipment as defined by the Cumberland County Sheriff's Office General Orders.
- C. Service shall mean comprehensive law enforcement services provided 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. All vacant shifts will be filled.
- C. Law enforcement services shall encompass all those duties and functions of the type coming with the jurisdiction of, and customarily provided by, municipal police departments.
- D. While contracted to provide law enforcement services, deputy sheriff will enforce SCHOOL Ordinances 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. Civil Service Officers;
  - f. Patrol and Detection Canine Support;
  - g. Emergency Services Unit (ESU);
  - h. Law Enforcement Training Section;
  - i. Task Force Personnel;
  - i. Crime Prevention;

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

### Safe School Environment:

- Work collaboratively with the Bonny Eagle High School 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.
- Provide assistance in criminal situations (bomb threats, fights, drug possession) at The Learning Center, Bonny Eagle Middle School, and Sebago Alliance. The following protocol will be followed:
  - o The TLC director, BEMS principal, will first call their local law enforcement agency (e.g. Buxton).
  - o The next call will be to the BEHS principal and the SRO.
  - o If the 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 6 at least once a month. Establish a connection with the principals in those buildings and communicate guidelines and 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 BEHS.
- Visit classrooms and make presentations.
- Visit other MSAD 6 schools and respond to requests when feasible.
- F. All deputies assigned to the SCHOOL shall remain within the SCHOOL during regular assigned patrol 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 SCHOOL vehicles per the manufacturer's recommended maintenance schedule.
  - 3. The COUNTY shall provide the SCHOOL, no later than **February 1st** of the year, with a contract cost proposal for the 12-month period beginning July 1st of the year.
  - 4. The SHERIFF shall provide necessary office 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/her designee shall attend SCHOOL Meetings as requested by the SCHOOL and community meetings and meetings with the SCHOOL staff which involve 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 re-assignment 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 SCHOOL Manger, the Chief Deputy or his designee shall attend Board of Selectmen 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 replace the deputy with an individual meeting the qualifications specified in this Contract. Provided further, the SHERIFF shall not terminate the deputy's employment before making provision for replacement of that deputy. Until the position is permanently filled the Sheriff will cover the position on a day to day basis with a deputy.
- G. When appropriate, the SHERIFF shall provide the SCHOOL with written responses to citizen inquiries and complaints directed towards the Cumberland County Sheriff's Office. Such responses shall be under the Sheriff's signature and provided within sixty (60) days of filing.

### 2.3 Processing of Evidence.

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

### **ARTICLE 3 – OTHER RESPONSIBILITIES**

3.1 Employment: Right of Control.

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

### 3.2 Assignment of Law Enforcement.

A. The SCHOOL 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 SCHOOL.

### **ARTICLE 4 – SAD 6 RESPONSIBILITIES**

### 4.1 Office Space.

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

### 4.2 SCHOOL's Ordinances.

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

### **ARTICLE 5 – COSTS**

- 5.1 The total amount due for all law enforcement services for subsequent years shall be based upon a proposal submitted by the Sheriff during the SCHOOL's budget process to be approved by the School Board. The total amount due for all services beginning August, 2025 for 177 days shall be One-Hundred and nine thousand, three dollars and ninety-seven cents (\$109,003.97) (dollar amount of financial consideration for Sheriff's services) 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 her designee may, upon reasonable notice to the SHERIFF, examine the existing SHERIFF records relating to the services provided pursuant to the terms of this Contract. Said records shall be maintained by the SHERIFF in accordance with all applicable laws and regulations.

### **ARTICLE 9 - STANDARD OF PERFORMANCE**

9.1 The SCHOOL 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 om the date specified by MSAD6 for a period of 177 days unless the Contract is otherwise extended or terminated in accordance with the terms thereof.
- 12.2 The terms and conditions of this Contract are contingent upon the approval of the elected Sheriff and the Chairman of the Cumberland County Commissioners.
- 12.3 In the absence of a notice of termination in accordance with Article 13, this Contract shall automatically renew annually subject to the budget proposal by the SHERIFF and subsequent approval by the SCHOOL.

### **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. In the event the Town of Standish establishes a police agency and takes over the contract; the SHERIFF and the SCHOOL agree there will be no lapse in law enforcement services. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the SCHOOL Manager.

### **ARTICLE 14 - EXTENSION**

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

### **ARTICLE 15 – TRANSITION**

- 15.1 In the event of the termination or expiration of this Contract, the SHERIFF and the SCHOOL 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 Selectmen, by his/her execution hereof, does represent to the Sheriff and Chairman of the Cumberland County Commissioners that he/she has full power and authority to make and execute this Contract on behalf of the 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 and Detention issues will first be routed through the Cumberland County Sheriff's Office.

### **ARTICLE 18 – ENTIRE AGREEMENT**

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

# ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

Vehicle: Not Applicable to this agreement

IN WITNESS WHEREOF, the SCHOOL of SAD#6, 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 DELIVE	RED
IN THE PRESENCE OF:	COUNTY OF CUMBERLAND  BY:  SHERIFF  KEVIN J. JOYCE  DATE:  5-9-25
SIGNED, SEALED AND DELIVE	RED
IN THE PRESENCE OF:	BY:
ATTEST:COUNTY MANAGI	ER/CLERK



# **Cumberland County**

142 Federal St Portland, ME 04101

# **Position Paper**

**File #**: 25-047 **Agenda Date**: 5/19/2025

# **Agenda Item Request:**

Authorization to Utilize Justice Assistance Grant (JAG) Funding to Purchase and Install New Air Conditioning Units in the Mobile Command Post.

# **Background and Purpose of Request:**

Requestor: Sheriff Joyce, County Sheriff's Office

The onboard air conditioning units in the Mobile Command Post are 19 years old and have likely been used very little due to it being a hazardous materials vehicle for the Presidential detail at Andrews Air Force base in Maryland. Last summer, we assisted the Falmouth Police Department with the Barbara Bush Golf Tournament and the air conditioning units didn't work well. In early August, the Brunswick Police Department utilized the Command Post and, while parked on the tarmac with 90-degree temperatures, the air conditioning units failed to keep the Command Post cool and we had to rent a large fan to keep the Brunswick dispatchers somewhat cool during the multi-day air show. Additionally, the Command Post was utilized at the Fourth of July festivities in Naples and the dispatchers had to work outside as it was too hot inside the Command Post. As a final example, the lack of air conditioning was noted when Cumberland Police Department used the Command Post at the fair.

Cumberland County Fleet Manager, Steve Wilkes, Westbrook Police Department Fleet Maintenance Technician, Shawn Adams, and Paul Daigle from Autotronics have concluded that the old system needs to be replaced. Most of the parts to replace the existing system are obsolete. The aforementioned group has determined that the installation of a new system is best for fixing the air conditioning issue and the system will also provide some heating benefits, which is currently not an issue.

### **Funding Amount and Source:**

The cost of adding three (3) air conditioning units is \$12,489.00, assuming the price is not impacted by tariffs. Each unit is priced at \$1,963.00 and an additional \$2,200.00 each for installation.

We have secured a Justice Assistance Grant (JAG) for \$12,328.00. The balance of \$161.00 will be taken from the vehicle budget line (11-106-7345-06).

If air conditioning units are impacted by tariffs of 20%, the cost per unit will increase from \$1,963.00 to \$2,356.00, which is a difference of \$393.00. If needed, this added cost would come from the vehicle budget line (11-106-7345-06) and, consequently, we would cut a different expense from that budget line.

# **Effective Date if Applicable:**



TO:	Cumberland County Commissioners
FROM:	Kevin J. Joyce, Sheriff
DATE:	04-25-2025
<b>SUBJECT:</b>	Air Conditioner Replacement-Mobile Command Post

# **Requested Action:**

Request County Commissioner's approval to utilize Justice Assistance Grant (JAG) funding (already received and available to be utilized) to purchase and install new air conditioning units in the Mobile Command Post.

# **Background & Purpose of Request:**

The onboard air conditioning units in the Mobile Command Post are 19 years old and have likely been used very little due to it being a hazardous materials vehicle for the Presidential detail at Andrews Air Force base in Maryland. Last summer, we assisted the Falmouth Police Department with the Barbara Bush Golf Tournament and the air conditioning units didn't work well. In early August, the Brunswick Police Department utilized the Command Post and, while parked on the tarmac with 90-degree temperatures, the air conditioning units failed to keep the Command Post cool and we had to rent a large fan to keep the Brunswick dispatchers somewhat cool during the multi-day air show. Additionally, the Command Post was utilized at the Fourth of July festivities in Naples and the dispatchers had to work outside as it was too hot inside the Command Post. As a final example, the lack of air conditioning was noted when Cumberland Police Department used the Command Post at the fair.

Cumberland County Fleet Manager, Steve Wilkes, Westbrook Police Department Fleet Maintenance Technician, Shawn Adams, and Paul Daigle from Autotronics have concluded that the old system needs to be replaced. Most of the parts to replace the existing system are obsolete. The aforementioned group has determined that the installation of a new system is best for fixing the air conditioning issue and the system will also provide some heating benefits, which is currently not an issue.

It is recommended to purchase three (3) RecPro Extreme RV air conditioning units. The benefits of these AC units are listed below.

- Low Amp Draw The RecPro RV Air Conditioner is designed to use less energy than other
  models, allowing you to run more appliances at one time. Its low amp draw lets you keep your AC
  running while still having power for other activities.
- Dehumidifying Function Say goodbye to muggy weather! This unit's dehumidifying function reduces excess moisture in the air, keeping your RV comfortable and fresh all year round.
- Quieter than Competitors At only 59.7 decibels on high, the RecPro runs just as loud as a gentle rain! With its whisper-quiet operation, you'll get all the comfort without any noise and disruption of sleep.

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- Superior Functionality Comes with an easy-to-use remote control that features cooling, dehumidifying, dry, sleep, timing & more functions. It also has a touch screen LED display for easy monitoring & settings adjustments of the unit.
- Durable Plastic Design Crafted from tough plastic that'll last for years, this air conditioner can handle whatever comes its way! Plus, its touch screen LED display allows for easy adjustment settings.

# **Funding Amount and Source:**

The cost of adding three (3) air conditioning units is \$12,489.00, assuming the price is not impacted by tariffs. Each unit is priced at \$1,963.00 and an additional \$2,200.00 each for installation.

We have secured a Justice Assistance Grant (JAG) for \$12,328.00. The balance of \$161.00 will be taken from the vehicle budget line (11-106-7345-06).

If air conditioning units are impacted by tariffs of 20%, the cost per unit will increase from \$1,963.00 to \$2,356.00, which is a difference of \$393.00. If needed, this added cost would come from the vehicle budget line (11-106-7345-06) and, consequently, we would cut a different expense from that budget line.

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

Agenda Item Number:\_\_\_\_\_\_ Date on Agenda:\_\_\_\_\_\_

Result
Mover: Seconder:
Vote Tally:
Vote Result:
Roll Call Vote if Meeting Remotely:

Chair of Board, Date

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# **Cumberland County**

142 Federal St Portland, ME 04101

# **Position Paper**

**File #:** 25-048 **Agenda Date:** 5/19/2025

# **Agenda Item Request:**

Reappointment of David Silk to the Cumberland County Board of Assessment Review for a three-year term 7/2026 - 6/2029.

# **Background and Purpose of Request:**

Requestor: Katharine Cahoon

The Board of Assessment Review (BAR) is composed of volunteers who meet when the County receives an appeal for a municipal property tax abatement. The criteria for a BAR member includes knowledge of real estate (broker or appraiser or similar work) or practice as an attorney. There are no term limits according to the BAR By-Laws.

Board Member David Silk, Esq., is nearing the end of his current BAR term (7/2022 - 6/2025). Attorney Silk is with Curtis Thatcher, LLC., and has over 38 years of experience handling property taxation appeals on behalf of taxpayers and municipalities often with regard to large commercial, industrial and exempt properties. He has served for more than a decade on the County BAR and previously served on the City of Portland BAR as well.

# **Effective Date if Applicable:**

7/01/2026 - 6/30/2029



# **Cumberland County**

142 Federal St Portland, ME 04101

# **Position Paper**

# **Agenda Item Request:**

Authorize the County Manager to submit to PowerPlay LLC (Maine Mariners) the ticket subsidy for 2024/2025 in the amount of \$144,183.00.

# **Background and Purpose of Request:**

For the past few years the County has been in an arrangement with the Maine Mariners to share the rebuilding of hockey in Portland. The County's role in the process is to provide per ticket subsidy. The subsidy is \$3.00 per ticket. The County this year instituted a \$2.00 surcharge on each ticket, which covered 2/3rds of the County's financial commitment. The surcharge was collected directly by the Maine Mariners. The attach invoice of \$144,183.00 is for the remaining \$1.00, as the Mainers sold 144,183 tickets this past season a far cry from the 80,000 tickets they were selling at the beginning of this arrangement. Needless to say, hockey is going strong in Portland.

The 2024/2025 hockey season was the last year of the ticket subsidy.

Funding Amount and Source: Cross Insurance Arena General Fund Budget

Attachments: PowerPlay LLC Invoice



TO:	Cumberland County Commissioners
FROM:	James H. Gailey
DATE:	May 19, 2025
SUBJECT:	Maine Mariner Ticket Subsidy

# **Requested Action:**

Authorize the County Manager to submit to PowerPlay LLC (Maine Mariners) the ticket subsidy for 2024/2025 in the amount of \$144,183.00.

# **Background & Purpose of Request:**

For the past few years the County has been in an arrangement with the Maine Mariners to share the rebuilding of hockey in Portland. The County's role in the process is to provide per ticket subsidy. The subsidy is \$3.00 per ticket. The County this year instituted a \$2.00 surcharge on each ticket, which covered 2/3rds of the County's financial commitment. The surcharge was collected directly by the Maine Mariners. The attach invoice of \$144,183.00 is for the remaining \$1.00, as the Mainers sold 144,183 tickets this past season a far cry from the 80,000 tickets they were selling at the beginning of this arrangement. Needless to say, hockey is going strong in Portland.

The 2024/2025 hockey season was the last year of the ticket subsidy.

Attachments:	PowerPlay LLC Invoice
Agenda Item Number:	Date on Agenda:
Result	

Cross Insurance Arena General Fund Budget

Mover: Seconder:

Funding Amount and Source

Vote Tally: Vote Result:

Roll Call Vote if Meeting Remotely:

Chair of Board, Date

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# INVOICE

Powerplay LLC 94 Free St Portland, ME 04101-3920 inagle@mainemariners.com https://www.marinersofmaine.com/



В		to

**Cumberland County** 

### Invoice details

Invoice no.: 1185 Terms: Net 30

Invoice date: 04/13/2025 Due date: 05/13/2025

\$144,183.00

Wire Instructions

Bank Name: JPMorgan Chase Bank, N.A Bank Address:383 Madison Avenue

New York, NY 10017

Account Name: POWERPLAY LLC Account Number: 515038332 ABA Number: 021000021

BIC (SWIFT Routing): CHASUS33

Total \$144,183.00



# **Cumberland County**

142 Federal St Portland, ME 04101

# **Position Paper**

**File #:** 25-050 **Agenda Date:** 5/19/2025

# **Agenda Item Request:**

Award a bid to Buckspan/Deering Team at RE/MAX Shoreline for real estate services.

# **Background and Purpose of Request:**

Please see the attached Position Paper



TO:	Cumberland County Commissioners
FROM:	James H. Gailey
DATE:	May 19, 2025
SUBJECT:	Buyer Broker Real Estate Services

# **Requested Action:**

Award a bid to Buckspan/Deering Team at RE/MAX Shoreline for real estate services.

# **Background & Purpose of Request:**

Staff have proposed a strategy for utilizing the County's ARPA funding, which is specifically designated for affordable housing initiatives, which includes the selection of real estate brokerage services to support this effort.

Given the limited timeframe for allocating these funds, staff have proposed a proactive approach involving the strategic purchase of properties across the county. The intention is to establish a county land bank, which would hold these properties and provide a window for the County to collaborate with developers and agencies on future affordable housing development projects.

To facilitate the identification of suitable properties, the County issued an RFP for real estate services. We received one bid in response to this RFP, submitted by the Buckspan/Deering Team. This firm is highly regarded in the region and brings extensive expertise in real estate, making them a strong potential partner for this initiative.

A statewide policy change that took effect in August 2024 concerning buyer broker commissions, stipulates that, where customary and mutually agreed upon, these commissions will be paid by the seller. In cases where the seller does not fully compensate the buyer broker agency, the County will cover the remaining balance of the agreed-upon commission.

Buckspan/Deering has proposed the following all-inclusive buyer broker compensation schedule, applicable only if the seller does not cover the full commission:

\* Under \$500,000 purchase price: 3%

\* Over \$500,001 purchase price: 2.5%

This proposal provides a clear framework for securing real estate services to advance our affordable housing goals using the ARPA funding.

**Funding Amount and Source:** ARPA Funding

**Attachments:** Buckspan/Deering Bid Document

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Agenda Item Num	ber:	Date on Agenda:
Result		
Mover:	Seconder:	
Vote Tally:		
Vote Result:		
Roll Call Vote if Me	eeting Remotely:	
		Chair of Board, Date

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May 5, 2025

James Gailey
Cumberland County Manager
Executive Department
142 Federal Street
Portland, Maine 04101

Dear Mr. Gailey,

On behalf of the Buckspan/Deering Team at RE/MAX Shoreline, we are pleased to submit our proposal to provide real estate services in support of Cumberland County's affordable housing initiatives. With deep knowledge of the local market, decades of combined experience, and a strong commitment to public service, our team is well-prepared to help the County secure key properties that support long-term planning and meet federal funding requirements.

Our team, consisting of Derrick Buckspan, Richard Deering, and Geoffrey Crain, is one of Maine's most respected real estate teams. Backed by the trusted RE/MAX Shoreline brand, we have a strong track record across Cumberland County and throughout the State of Maine. Since 2021, RE/MAX Shoreline has completed more than 100 land transactions. As Designated Broker, Derrick Buckspan has overseen each of these sales, ensuring compliance with state and federal regulations, and a smooth process from start to finish.

We are licensed and in good standing with the State of Maine and have strong relationships with local officials, developers, and nonprofit partners. We understand how important this work is and are ready to provide fast, reliable, and compliant service. Whether it's finding the right parcels, guiding negotiations, or supporting development goals, our team is committed to helping Cumberland County move this important effort forward.

Thank you for the opportunity to be considered.

Sincerely, *The Buckspan/Deering Team*RE/MAX Shoreline

The Common at 88 Middle Street, Portland ME 04101 | 207.553.7500 75 Clearwater Drive, Suite 204, Falmouth ME 04105 | 207.553.7500

# **Table of Contents**

- 1. Qualifications and Experience
- 2. Approach and Scope of Services3. Insurance Certificates
- 4. Fee Schedule
- 5. References
- 6. Required Federal Provisions (Signed)
- 7. Submittal Requirements

# 1. Qualifications and Experience

### **Team Overview:**

The Buckspan/Deering Team, consisting of Derrick Buckspan, Richard Deering and Geoffrey Crain, brings over 40 years of combined experience in Maine real estate. All members are fully licensed and in good standing with the State of Maine.

### **Team Members:**



With over 20 years of experience in real estate and a background in building teams, **Derrick Buckspan** and his team continue to achieve award-winning success for each and every client.

In the wake of the pandemic, the real estate markets in Maine and New Hampshire have shifted. Our region has always been a destination for recreation and quality of life. Remote work, flexibility and re-prioritization has resulted in a fundamental change in the pressure to

identify and own real estate in our market. The result has been an increase in competition and an increase in price. There is no substitute for expertise, market knowledge and collaboration in this environment.

Derrick established RE/MAX Shoreline with business partner Rachel Reed in December of 2015. They hosted a weekday morning TV program in 2016, "RE/MAX Shoreline, Your Home Inside and Out," and received the RE/MAX Catalyst award for growth. In 2018, Derrick and Rachel were named RE/MAX New England's Broker/Owners of the year. RE/MAX Shoreline was named an RISMedia Power Broker, and was ranked as a US Top 1000 brokerage in the RealTrends brokerage rankings and in the Swanepoel Mega 1000 brokerage rankings, in 2020 and 2021. In 2021, RE/MAX Shoreline's Portland office was named top office in transactions for large markets in New England.

Local community involvement is a core value at RE/MAX Shoreline. The Agency has helped more than 5,000 families and businesses realize their real estate goals, and has transacted well over two billion dollars in real estate volume. RE/MAX Shoreline gives back to its communities through a philanthropic giving model. Events sponsored by RE/MAX Shoreline in 2022 raised over \$190,000 for local nonprofits. Over \$700,000 has been raised over the past four years.



Rich Deering is a Maine native who has worked in sales and marketing, community service, relationship building in addition to being an integral primary facilitator of youth residential camping for over thirty years. Rich and his real estate partner Derrick Buckspan have a proven track record of success in protecting and promoting their clients' best interests. A graduate of Colby College with a master's degree in counseling from University of Southern Maine, Rich remains active with his alma maters, the state of Maine Youth Camping Foundation, American Camp Association and Birch Rock Camp for boys.

Rich loves to bike, hike and ski, and works with many home buyers and seniors on the coastline, lakes and Western Maine. He is a member of the Greater Portland Board of Realtors, Maine Association of Realtors and National Board of Realtors.



Geoffrey Crain has lived in the Greater Portland area for over 40 years, giving him a deep understanding of the local real estate market. After a successful 25-year career in the insurance industry, most recently as a Director of Claim Operations, he made a seamless transition to real estate in 2023, bringing with him a solid foundation in problem-solving and relationship-building. Geoff quickly earned a reputation for integrity, a strong work ethic, and a commitment to helping clients achieve their goals, whether they're selling for top dollar or finding the perfect home, investment, or vacation property.

Recognized as the ReMax Rookie of the Year for the State of Maine in 2024, Geoff is among the region's top rising Realtors. He also serves on the Cumberland County Board of Assessment Review, enhancing his expertise in property valuation and local governance, insight that directly benefits his clients.

Outside of real estate, Geoff enjoys being outdoors, spending time with his family, and helping with his wife's holistic healing business, Energymend. He is a proud member of the Greater Portland Board of Realtors, the Maine Association of Realtors, and the National Association of Realtors. Geoff also gives back to the community by supporting Habitat for Humanity, which helps people find safe, affordable homes. He is also a member of the Ferry Beach Retreat & Conference Center, a non-profit organization, where he supports environmental education, coastal conservation, and sustainability projects.

# **Key Qualifications:**

- Licensed Maine realtors with a strong understanding of zoning and development guidelines.
- Expertise in evaluating development potential, affordability metrics, and compliance with governmental guidelines.
- Deep familiarity with public property records and parcel research.
- Strong relationships with regional stakeholders, municipalities, and non-profits.

# Brokerage and Team Track Record: 2021–2024

RE/MAX Shoreline is a recognized leader in Maine real estate, known for high standards, local expertise, and consistent results. From 2021 through 2024, within the state of Maine, the brokerage completed 1,734 real estate transactions across residential, land, multi-unit, and commercial property types. These included:

- 114 land transactions, including 16 parcels of 10 acres or more (large parcels)
- 1,494 home sales
- 96 multi-unit property sales
- 30 commercial property transactions

This depth of experience demonstrates our comprehensive understanding of the Maine real estate landscape, from residential neighborhoods to large-scale land parcels suitable for development. Our experience aligns directly with Cumberland County's goals for land banking, strategic site identification, and affordable housing development.

As the Designated Broker and Co-Owner, Derrick Buckspan oversees every transaction across the brokerage, providing direct leadership, compliance guidance, and support for all agents. His hands-on involvement ensures high-quality execution and strict adherence to state and federal real estate regulations, a critical requirement for SLFRF-funded acquisitions.

Within RE/MAX Shoreline, the Buckspan/Deering Team plays a key role. Over the past four years, the team has successfully handled 194 real estate transactions, including:

- 4 land sales
- 179 home sales
- 10 multi-unit sales
- 1 commercial property sale

Our team brings specialized knowledge of site identification, zoning, market analysis, and negotiation, all critical components outlined in the RFP scope. We have worked with municipalities, attorneys, and appraisal professionals to ensure smooth, compliant transactions,

and we understand the due diligence required to ensure the property meets our clients specifications, including zoning, surveys, legal use, infrastructure and ecological conditions.

The Buckspan/Deering Team also has proven experience handling large land transactions that require attention to development potential and long-term affordability. One of our most notable transactions was the 2022 sale of an 85-acre lakefront summer camp located at 198 Raymond Hill Road in Raymond, Maine, a complex, multi-faceted transaction involving land use, environmental review, and coordination with multiple stakeholders. This type of project aligns directly with the County's vision for creating a portfolio of developable land to support workforce housing goals.

Our combination of leadership, experience with diverse property types, and ability to manage transactions involving federal compliance makes us uniquely qualified to serve Cumberland County's real estate needs under this initiative.

# 2. Approach and Scope of Services

The Buckspan/Deering Team will provide:

- Countywide search and vetting of properties suitable for workforce housing
- Research of zoning, past studies, land use plans, and environmental considerations
- Parcel evaluation with market analysis and comparable sales
- Direct negotiation with property owners on the County's behalf
- Coordination with appraisers, County legal counsel, and municipal contacts
- Presentation of viable options to County staff, aligned with SLFRF guidelines and 2 CFR Part 200
- Attendance at public meetings and presentations, as required
- Due diligence and support through to closing

We will ensure each acquisition meets cost reasonableness standards and is backed by data and documentation.

# 3. Insurance Certificates:

Attached - Please see attached Liability and Errors and Omissions Insurance (Note: professional box is the E&O)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not confer rights to the certificate holder in lieu of su	ch endorsement(s).			
PRODUCER	CONTACT Phyllis Riordan, CISR, CPIA			
Fred C. Church Insurance 41 Wellman Street		No): 978-454-1865		
Lowell MA 01851	E-MAIL ADDRESS: phyllis.riordan@assuredpartners.com			
	INSURER(S) AFFORDING COVERAGE	NAIC#		
	INSURER A: Citizens Insurance Company of America	31534		
INSURED Integrity By the Bay NH, LLC Shoreline Holdings, LLC; Maine Shoreline Referrals and Rentals LLC New Hampshire Shoreline Referrals and Rentals LLC PO Box 8121 Portland ME 04104-8121	INSURER B : Hanover Insurance Company 222992			
	INSURER C:			
	INSURER D:			
	INSURER E:			
Foliand ML 0-7 (0-7-0 (2 )	INSURER F :			
COVERAGES CERTIFICATE NUMBER: 1768951455	REVISION NUMBER			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS				

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUB INSD WVI	R POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR		OBNA817461	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 300,000
						MED EXP (Any one person)	\$ 5,000
İ						PERSONAL & ADV INJURY	\$ 2,000,000
l	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 4,000,000
ı	X POLICY PRO- LOC	Ì				PRODUCTS - COMP/OP AGG	\$ 4,000,000
<u> </u>	OTHER:						\$
٨	AUTOMOBILE LIABILITY		OBNA817461	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
ŀ	ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY				,	BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
A	X UMBRELLA LIAB X OCCUR		OBNA817461	12/31/2024	12/31/2025	EACH OCCURRENCE	\$ 5,000,000
1	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	DED X RETENTION \$ 0						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WBNA817450	12/31/2024	12/31/2025	PER OTH- STATUTE ER	
1	ANYPROPRIETOR/PARTNER/EXECUTIVE COMMISSION	N/A				E.L. EACH ACCIDENT	\$ 500,000
l	(Mandatory in NH) If yes, describe under					E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 500,000
В	Professional Liability		LHNA818901	12/31/2024	12/31/2025	Each Claim Aggregate Retantion	\$1,000,000 \$1,000,000 \$7,500
			······································				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Locations; 88 Middle St Portland ME 04101; 75 Clearwater Dr Unit 204 Falmouth ME. 04105; 875 Greenland UB9 Portsmouth NH 03801

CERTIFICATE HOLDER	CANCELLATION
Integrity By The Bay NH LLC dba RE/MAX Shoreline Po Box 8121	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Portland ME 04104-8121 USA	AUTHORIZED REPRESENTATIVE

### 4. Fee Schedule

# **Buyer Broker Commission Rate:**

In accordance with the National Association of Realtors' August 2024 policy changes and in compliance with Maine real estate guidelines, all buyer broker commissions are fully negotiable and subject to mutual agreement.

We propose a tiered, all-inclusive buyer broker compensation structure as follows:

- 3.0% of the purchase price for properties under \$500,000; and,
- 2.5% of the purchase price for properties at or above \$500,000

Where customary and mutually agreed upon, our commission may be paid by the seller. In instances where the seller does not offer to compensate the buyer broker agency in full, we propose that Cumberland County fund the balance of the agreed-upon commission.

# 5. References

# Reference #1:

Seth Brewster Partner at Eaton Peabody (207) 430-8807

# Reference #2:

Dennis O'Donovoan Partner at Epstein ODonovan (207) 772-4100

# Reference #3:

Geoffrey Alexander CEO of RM Davis (207) 774-0022

# 7. Submittal Requirements

By submitting a proposal, you represent that you have:

- (1) thoroughly examined and become familiar with the scope of services outlined in this RFP.
- (2) are capable of performing quality work to achieve the County's objectives. Submissions should include Realtor's contact information to include Name, Address, Telephone, website, and email contact information, as well as signed proposal as shown below.
- (3) Completed Federal Requirements Packet included with your proposal, please see page 9 of this RFP. Please note these federal requirements apply to all contractors receiving payment from SLFRF funds, including individual real estate agents operating as sole proprietors.

Realtor's Name	Derrick Buckspan, Richard Deering and Geoffrey Crain
Signature	Ma
Name & Title	Buckspan/Deering Team - Designated Broker, Associate Broker and Sales Agent
Address	88 Middle Street, Portland, ME 04101
Date	May 5, 2025
Telephone #	(207) 400-6758
E-Mail Address	team@mainepropertysource.com
Website URL	mainepropertysource.com

Submit proposal to James H. Gailey by 2:00pm, Tuesday, May 6, 2025.

Inquiries concerning this request for proposals should be directed to James H. Gailey, County Manager at 207-871-8380 or gailey@cumberlandcounty.org.



# **Cumberland County**

142 Federal St Portland, ME 04101

# **Position Paper**

**File #**: 25-051 **Agenda Date**: 5/19/2025 **Agenda #**:

# **Agenda Item Request:**

Appointment of Alyssa Tibbetts, of Tibbetts Law, as Corporation Counsel.

# **Background and Purpose of Request:**

Alyssa Tibbetts, our current Corporation Counsel from Jensen Baird, will be leaving the firm at the end of May to establish her own practice. Her new focus will include tax increment financing, bonding, and personnel matters. We have also been notified that Jensen Baird will be closing its government practice, which necessitates the County seeking alternative legal counsel for our needs.

Given the limited number of government law specialists in our region and the fact that a significant portion of our legal budget is allocated to personnel issues, staff would like to respectfully request that the Commissioners consider retaining Alyssa Tibbetts as our Corporation Counsel under her new practice. This would allow for continuity in the handling of personnel matters.

We recognize that the County will also need to explore options for additional legal services to address other non-routine matters such as contract reviews that arise periodically.

Funding Amount and Source: General Fund Budget

**Attachments:** Engagement Letter



TO:	Cumberland County Commissioners
FROM:	James H. Gailey
DATE:	May 19, 2025
SUBJECT:	Appointment of Corporation Counsel

# **Requested Action:**

Appointment of Alyssa Tibbetts, of Tibbetts Law, as Corporation Counsel.

# **Background & Purpose of Request:**

Alyssa Tibbetts, our current Corporation Counsel from Jensen Baird, will be leaving the firm at the end of May to establish her own practice. Her new focus will include tax increment financing, bonding, and personnel matters. We have also been notified that Jensen Baird will be closing its government practice, which necessitates the County seeking alternative legal counsel for our needs.

Given the limited number of government law specialists in our region and the fact that a significant portion of our legal budget is allocated to personnel issues, staff would like to respectfully request that the Commissioners consider retaining Alyssa Tibbetts as our Corporation Counsel under her new practice. This would allow for continuity in the handling of personnel matters.

We recognize that the County will also need to explore options for additional legal services to address other non-routine matters such as contract reviews that arise periodically.

Funding Amount and Source:		General Fund Budget		
Attachments:		Engagement Letter		
Agenda Item Numl	ber:	Date on Agenda:		
Result				
Mover:	Seconder:			
Vote Tally:				
Vote Result:				
Roll Call Vote if Me	eeting Remotely:			
		Chair of Board, Date		

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201 US Route One #302 Scarborough, ME 04074

May 10, 2025

Via email to: gailey@cumberlandcounty.org

Cumberland County Commissioners c/o James Gailey, County Manager 142 Federal Street Portland, ME 04101

Re: Tibbetts Law Legal Services

### **Dear Commissioners:**

It is my pleasure to continue providing legal services to Cumberland County. This letter outlines the scope of legal services to be provided by Tibbetts Law, the standard terms of engagement for such legal services, as well as billing and other administrative arrangements. Upon your acceptance of these terms and your acknowledgement below, this letter represents our agreement regarding the legal services to be provided.

# **Identity of Clients**

Tibbetts Law agrees to represent Cumberland County and, acting through its Commissioners and/or their designee, Cumberland County shall be the client of Tibbetts Law for purposes of the legal services outlined herein. For the matters described in this engagement letter, Tibbetts Law does not and will not represent any affiliates, officers or employees of the County without the County's informed consent as may be appropriate under the Maine Rules of Professional Conduct for attorneys. You hereby authorize the County Manger to act as your representative for purposes of requesting counsel or representation and the authority to delegate the coordination of legal services to other County staff to do so in their capacity as County officials as the County Manager deems appropriate.

# Scope of Work

The legal services to be provided by Tibbetts Law under this engagement are limited to counsel and representation in the areas of public finance, tax increment financing, and labor and employment. Your engagement of Tibbetts Law does not include representation beyond the scope described above or in any other matter, unless expressly agreed to in writing by Tibbetts Law and the County.

May 10, 2025 Page 2 of 4

# **Billing and Other Administrative Arrangements**

Tibbetts Law is a solo practice and, as such, I will perform all services in connection with the legal services to be provided under this engagement letter. The cost of legal services has been established based on a variety of factors in accordance with the Maine Rules of Professional Conduct adopted by the Maine Supreme Judicial Court. All legal services to be performed within the scope of this engagement letter will be billed at a discounted hourly rate for government clients of \$250. This rate will be held through December 31, 2025, and may be increased incrementally as may be appropriate due to costs or other market conditions. Rates will be reviewed on an annual basis and, in the event there is a need to increase your hourly rate, I will notify you as far in advance as possible.

In addition to the hourly rate for legal services, you will be responsible for all reasonable disbursements in connection with the legal services performed, including, but not limited to travel costs, mailing costs, filing fees, electronic research, and large photocopying jobs. If particular disbursements are substantial, you may be asked to pay such costs directly and in advance of work being performed.

Legal services will be billed on a monthly basis and will include a description of the services rendered and the time that has been spent on such services. All bills are due and payable within thirty days. Tibbetts Law accepts payment by credit card and reserves the right to assess fees for such payments and for late payments.

If you disagree with the amount billed for any services provided, please contact me as soon as possible and I will work with you to resolve the matter. In the event a fee dispute is not readily resolved, you have the right to request arbitration under supervision of the Maine Board of Bar Overseers and I agree to participate fully in that process.

# **Retainer**; Trust Account

You are not required to submit a retainer for your engagement of Tibbetts Law for the legal services outlined in this letter.

Tibbetts Law reserves the right to require advance payment for future matters as may be necessary and appropriate. In the event that a retainer is required for a future matter, you will be notified in writing and funds will be placed in a trust account held by Tibbetts Law as security for your past, present and future obligations, including your obligations to pay for legal services and disbursements promptly upon your receipt of invoices for the same. The trust account held by Tibbetts Law is not expected to earn a net return, taking into consideration the size and anticipated duration of the deposits therein. By court rule, interest earned on the pooled trust account is payable to a charitable foundation established in accordance with such court rule. Tibbetts Law may draw against these funds to satisfy any monthly statements not paid when due. You will be notified if any such draws are made and applied to your account. You agree that if requested you will replenish these funds to the original balance and to increase the deposit to a greater amount if necessitated by the nature of the matter. If there should be any balance of these

May 10, 2025 Page 3 of 4

funds remaining at the time legal services are terminated and all statements have been paid, the balance will be returned to you.

# **Attorney-Client Relationship**

As a matter of professional responsibility, Tibbetts Law is required to preserve in confidence communications with its clients. The professional obligation and the legal privilege accorded attorney-client communications exist to encourage candid and complete communications between client and attorney. The attorney-client privilege can be lost if our written or oral communications are shared inappropriately with others, including, under given circumstances, other employees or representatives of the County. We should discuss in advance any intention of yours to include others in our confidential relationship.

Please be advised that, under Maine's Freedom of Access Act, correspondence and other records sent to you by Tibbetts Law may be a public record subject to disclosure unless such record falls within the scope of a privilege against discovery or use as evidence recognized by Maine courts, or another exception set forth in Maine law applies.

### **Electronic Communications**

To the extent feasible, appropriate and mutually convenient, I will communicate with you by email in order to provide timely and responsive service. As with all other client communications, our e-mail communications will be held as privileged and confidential. Tibbetts Law employs industry-standard security measures to maintain the confidentiality of client communications and files. Most correspondence will not be sent via encrypted e-mail unless it is necessary and appropriate to do so or unless specifically requested by the client.

### **Client Responsibilities**

You agree to pay statements for services and expenses as provided above. In addition, you agree to cooperate with requests for information necessary to provide legal services and to provide all information known or available to you that is relevant to your request for legal services. You further agree to provide, in writing, any changes in the name, address, telephone number, authorized contact person, e-mail address, or other relevant changes regarding your entity. The contact information that you provide will be relied upon to reach you in the event that instructions or authorization are required to proceed with legal work on your behalf.

# **Termination of Representation; Disposition of Documents**

You may terminate the legal services provided under this letter at any time, with or without cause, by notifying me in writing. Your termination of services will not affect your responsibility for payment of legal services rendered and additional charges incurred before termination and in connection with an orderly transition of the matter.

I am subject to the Maine Rules of Professional Conduct, which list several types of conduct or circumstances that require or allow me to withdraw from representing a client, including, for

May 10, 2025 Page 4 of 4

example: nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to my advice, and conflict of interest with another client. I will endeavor to identify in advance and discuss with you any situation which may lead to withdrawal and, if withdrawal ever becomes necessary, I will provide you with written notice.

If you affiliate with, acquire, are acquired by or merge with another entity, you agree to provide sufficient notice to permit withdrawal from representation if such affiliation, acquisition or merger creates a conflict of interest between any clients of Tibbetts Law and the other party to such affiliation, acquisition or merger, or if it is not in the best interests of Tibbetts Law to represent the new entity.

Unless previously terminated, representation by Tibbetts Law will terminate upon the conclusion of work for you in the matters outlined herein, but in no event later than the date of the final statement for services rendered. If a period of 90 days passes in which Tibbetts Law performs no legal services, we will consider this engagement terminated. Following such termination, any otherwise nonpublic information you have supplied that is retained by Tibbetts Law will be kept confidential in accordance with the applicable rules of professional conduct.

Upon termination of representation, if you so request, your papers and other data will be returned to you promptly. Otherwise, they will be retained by Tibbetts Law for a period of eight (8) years and then destroyed without further notice. Tibbetts Law maintains most files electronically and reserves the discretion to maintain files in either hard copy of electronic form. Tibbetts Law may also retain internal files such as drafts, notices, research, time and expense reports related to the legal services provided, all of which will be retained by Tibbetts Law.

I appreciate the opportunity to provide legal services to Cumberland County. If the terms of this letter are acceptable, please sign and return this engagement letter to me.

Sincerely,
Alyssa C Tighetta
Alyssa C. Tibbetts

I have reviewed this engagement letter in its entirety and I am duly authorized by Cumberland County to accept and agree to the terms and conditions set forth herein as it relates to the engagement of Tibbetts Law to perform legal services for the County:

<b>James Gailey, County Manager</b>	Date



# **Cumberland County**

142 Federal St Portland, ME 04101

# **Position Paper**

**File #:** 25-052 **Agenda Date:** 5/19/2025

# **Agenda Item Request:**

Adoption of the proposed 2025 Cumberland County EMA Emergency Operations Plan (EOP) as submitted by the Cumberland County Emergency Management Agency.

# **Background and Purpose of Request:**

Requestor: Michael Durkin, Cumberland County EMA

The Emergency Operations Plan (EOP) provides a framework for the coordination and management of large disasters within the County. It is a core document for CCEMA's response activities. This plan follows the guidance of the National Response Framework (2019) and the State of Maine Emergency Operations Plan (2017). This plan does not replace local response plans, but enhances them by providing support, coordination, and additional resources at the County level.

Funding Amount and Source: Not Applicable

Effective Date if Applicable: The EOP comes into effect upon adoption. It undergoes a major

revision every five years. That major revision will require re-adoption at that time.

### **Attachments:**

Emergency Operations Plan (56 pages)



TO:	Board of County Commissioners
FROM:	Michael Durkin, Director- Cumberland County Emergency Management Agency
DATE:	5/8/2025
SUBJECT:	Emergency Operations Plan Approval

# **Requested Action:**

CCEMA requests that the Commissioners adopt the Cumberland County Emergency Operations Plan.

# **Background & Purpose of Request:**

The Emergency Operations Plan (EOP) provides a framework for the coordination and management of large disasters within the County. It is a core document for CCEMA's response activities. This plan follows the guidance of the National Response Framework (2019) and the State of Maine Emergency Operations Plan (2017).

# **Funding Amount and Source:**

NA

# **Effective Date:**

The EOP comes into effect upon adoption. It undergoes a major revision every five years. That major revision will require re-adoption at that time.

### **Attachments:**

Emergency Operations Plan (56 pages)

Rev. 2023 Page | 1

# Cumberland County Emergency Operations Plan





Published May 19, 2025

Cumberland County
Emergency Management
Agency

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## 1 Approval

## 1.1 Letter of Promulgation and Approval

Herein is the revised and integrated County of Cumberland Emergency Operations Plan (EOP). This plan supersedes any previous emergency management or operations plans promulgated by Cumberland County for this purpose.

The purpose of the plan is to provide a comprehensive framework for county-wide emergency management. It addresses roles and responsibilities of government organizations and maintains an integrated and aligned link engaging local, State, Federal, private, and other whole-community stakeholders, organizations, and resources that may be obligated to address disasters and emergencies in Cumberland County. It provides guidance for the County to use in performing emergency functions or actions before, during, and after a natural, technological, or human-caused emergency or disaster.

The Cumberland County Emergency Management Agency is responsible for the development and maintenance of the Emergency Operations Plan. This plan is constructed in accordance with existing federal and state statutes. The plan will continue to evolve, responding to lessons learned from actual disasters and emergency experiences, ongoing planning efforts, training and exercise activities, and Federal Guidance.

·		
Michael Durkin	James H. Gailey	
Director, Emergency Management	County Manager, Cumberland Count	
Date	Date	

## 1.2 Approval and Implementation

The Cumberland County Emergency Operations Plan (EOP) has been approved and adopted by a Joint Resolution of the County Commissioners. This plan provides guidance for prevention, mitigation, preparedness, response and recovery from emergencies that impact Cumberland County. This plan was developed to meet the requirements of the National Response Framework (NRF), and the National Incident Management System (NIMS). This plan supersedes previous emergency operations plans.

The Cumberland County Emergency Management Agency (CCEMA) is responsible for the development and maintenance of this plan. Major modifications to this plan shall be made with the coordination and approval of the County Commissioners, routine changes will be made by the Emergency Management Agency Director as deemed necessary. In recognition of the emergency management responsibilities of CCEMA, the Cumberland County Emergency Operations Plan is hereby promulgated.

Jean-Marie Caterina, District 1 Commissioner	Tom Tyler, District 2 Commissioner
Date	Date
Stephen F. Gorden, District 3 Commissioner	Patricia Smith, District 4 Commissioner
Date	Date
James F. Cloutier, District 5 Commissioner	
Date	

# 2 Record of Changes

Change #	Change Date	Change Type	Entered By

# Cumberland County Emergency Operations Plan

## 3 Purpose

The purpose of the EOP is to establish a framework for development, coordination, and implementation of the response phase of the emergency management program for Cumberland County, Maine. The EOP serves as a reference, and provides guidance and procedures to activate the County Emergency Operation Center (EOC) and establishes the mechanism to determine necessary actions to be taken by Cumberland County departments, agencies, private organizations, and other partners to facilitate the protection of life, property, and the environment. This plan does not replace local response plans, but enhances them by providing support, coordination, and additional resources at the County level.

## 3.1 Relationship to Other Plans

The EOP is designed to be used with other County plans as well as plans prepared by local communities, public and private sector organizations, and State and Federal Agencies. Relevant County Plans include:

- The Hazard Mitigation Plan describes the strategies taken to reduce the impact of hazards in the county before a disaster occurs.
- The Integrated Preparedness Plan lays out plans for training and exercises to ensure local preparedness for disasters.
- The Recovery Plan details the short and long-term strategies to assist communities after a disaster has struck.
- The CCEMA Strategic Plan describes the overall goals and objectives of the agency to support the vision of creating a safer community.
- The Threat and Hazard Identification and Risk Assessment (THIRA) identifies risks in the community with the most potential to expose vulnerabilities and challenge capabilities.

These plans, together with the EOP, describe the full scope of services and functions provided by the CCEMA across the disaster cycle (mitigation, preparedness, response, and recovery). As the phases of the disaster cycle overlap, the plans often do as well. While each plan is focused on a different disaster phase, there may be multiple plans functioning at once as the disaster transitions to a new phase or a new disaster occurs.

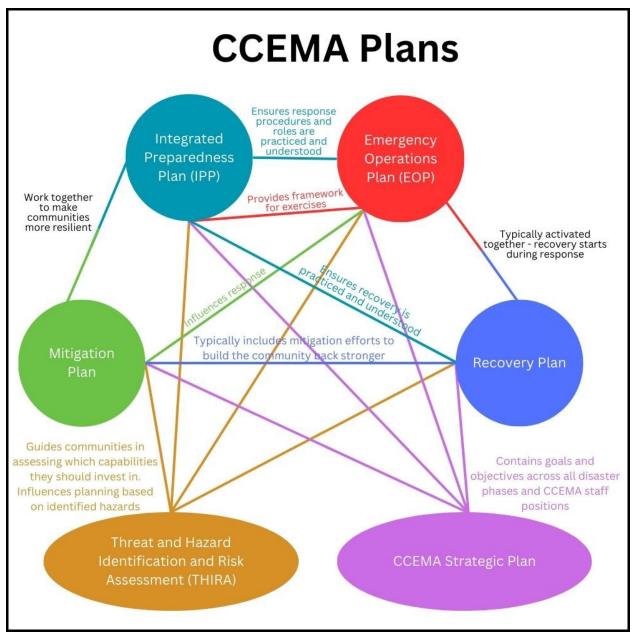


Figure 1: CCEMA Plans and their Relationships

## 4 Scope

The Base Plan is applicable to all hazards, including natural, technological, and human-caused. The hazards identified in the Threat and Hazard Identification and Risk Assessment (THIRA) are included in scope of this plan. The plan may be activated in support of planned events, local emergencies, and major disasters affecting the entire county, a portion of the county, or in support of disaster response elsewhere in the State. This plan may also be activated in anticipation of major emergencies or disasters.

## 5 Situation Overview

This section serves to provide an outline of Cumberland County's characteristics and an overview of the steps taken to prepare for disasters.

## 5.1 Geography

Cumberland County is located in southern Maine and is bounded on the northeast by Sagadahoc County, on the north by Androscoggin County, on the northwest by Oxford County, and on the southwest by York County. There are 25 towns and three cities in Cumberland County, representing just under one-quarter of the total population of the State of Maine. Cumberland County also includes several islands in the Casco Bay region. The City of Portland is located in Cumberland County and is the most populated and largest metropolitan municipality in the state.



Figure 2: Map of Cumberland County, Maine

## 5.2 Topography

The county has a total area of 1,217 square miles, of which 835 square miles is land and 382 square miles (31%) is water. The county is bordered by 228 miles of mostly rocky coastline, with multiple islands in Casco Bay, and it extends up to 39 miles inland. Cumberland County has one of the deepest ice-free shipping ports on the east coast. It also has the deepest and second largest body of freshwater in the state, Sebago Lake, which supplies potable water to much of the county. Drainage, for a significant portion of the county, occurs via the Presumpscot River watershed.

#### 5.3 Critical Infrastructure

Cumberland County is home to essential and critical infrastructure that plays a vital role in supporting the region's economy, public services, and overall functionality.

Transportation	<ul> <li>Portland International Jetport</li> <li>The Port of Portland</li> <li>Rigby Yard, the State's largest rail yard</li> <li>3 major state roads: US Route 1, US Route 202, and US Route 302</li> <li>Two highways: Interstate 295 and I-95/Maine Turnpike</li> <li>Bridges: 4,132 in-service, 41 proposed, 25 currently closed</li> </ul>
Healthcare	<ul> <li>4 major hospitals with emergency room services         <ul> <li>Maine Medical Center: Regional Trauma Center (Level One trauma center, Stroke Center, Pediatric Emergency Department, and Neonatal Intensive Care Unit)</li> <li>Bridgton Hospital: Trauma System Hospital (Critical Access Hospital)</li> <li>MidCoast Hospital: Trauma System Hospital</li> <li>Northern Light Mercy Hospital: Trauma System Hospital</li> </ul> </li> <li>Multiple networks of primary, specialty, urgent care, and long-term care facilities</li> </ul>
Public Safety	<ul> <li>Police Departments</li> <li>Fire Departments</li> <li>Emergency Medical Services/Ambulance Services</li> <li>Public Safety Communication Centers</li> <li>Corrections Centers/Jails</li> <li>Government facilities (Courthouses, VA Hospitals, etc)</li> </ul>
Utilities	<ul> <li>Water districts/water treatment plants</li> <li>Central Maine Power</li> <li>Gas stations/fuel companies</li> </ul>

	<ul> <li>Natural Gas</li> <li>Internet/phone/communication networks (cell/radio towers, Verizon, AT&amp;T, Tmobile, etc)</li> </ul>
Education	<ul> <li>8 Colleges &amp; Universities</li> <li>High Schools/Middle Schools/Elementary Schools</li> <li>Kindergarten/Daycare</li> </ul>
Other	<ul><li>Hazardous Materials facilities</li><li>Dams</li></ul>

## 5.4 Economy

Cumberland County is the State of Maine's economic engine. In 2022, almost 30% of employer establishments in Maine were located in Cumberland County. Cumberland County's economy is supported by a diverse array of industries such as construction, manufacturing, agriculture and fishing, commercial shipping, telecommunications, healthcare, transportation, major retail, banking and tourism.

## 5.5 Population Characteristics

As of the 2020 U.S. Census, there were 303,069 people residing in Cumberland County, a 7.6% increase in population over the past decade. The Greater Portland metropolitan area is the most populated area of the county. Maine is nationally and internationally recognized as Vacationland, and is known to attract out of state visitors and vacationers, as well as non-Maine residents who own property, particularly during the summer season. Visitors vacationing in Cumberland County or traveling through the County have the potential to significantly increase the population, which needs to be considered for emergency planning.

In Cumberland County:

- Approximately 7% of the population speaks a language other than English
- The median age in Cumberland County is 42.5
  - o 21% of the population is over 65 years of age.
- Approximately 11% of the population has some type of disability.
- As of 2019, approximately 1,900 people are electricity dependent for life safety equipment

## 5.6 Hazard and Threat Analysis Summary

Cumberland County is exposed to many hazards that have the potential to disrupt local communities, cause damage, create casualties, and impact communication networks. The

effects of human-caused, natural, and technological hazards may present as individual isolated incidents or as events affecting the entire county. One hazard can also cause secondary hazards (e.g. a hurricane causing flooding) and create cascading effects (e.g. a hurricane causing falling trees, which damages power lines and causes power outages, which affects communication networks). The information in the Threat and Hazard Identification and Risk Assessment (THIRA) is used to guide communities to identify what capabilities they should invest in to successfully respond to hazards by identifying hazards in the county and determining their level of risk.

The ranking of potential identified hazards in Cumberland County are presented below, ordered from highest risk to lowest risk:



Figure 3: Hazards Identified in the Cumberland County THIRA

For more information about local threats and hazards, see the State of Maine Threat Hazard Identification and Risk Assessment (THIRA) report, Cumberland County Hazard

Mitigation Plan, Cumberland County Hazmat Plan, and Cumberland County's Threat Hazard Identification and Risk Assessment (THIRA).

## 5.7 Capability Assessment

The capability of Cumberland County to respond to a range of threats and hazards is assessed through the Stakeholder Preparedness Review (SPR). Using the threats and hazards identified in the THIRA, jurisdictions identify their current capability level which are compared to capability targets. This process also assists in identifying capability gaps across the areas of planning, organization, equipment, training, and exercises, and determine what is needed to close those gaps. This information can then be included in strategic planning at all levels and positions to increase the capability within Cumberland County. For more information, see the CCEMA SPR.

## 6 Mitigation Overview

The Cumberland County Hazard Mitigation Plan has developed goals, objectives, and courses of action to mitigate the effects of those threat and hazard events identified as having the highest prevalence and/or potential impact. It is in line with the national mitigation capabilities of:

- Community Resilience
- Long-term vulnerability reduction
- Risk and Disaster Resilience Assessment
- Threat and Hazard Identification
- Planning
- Public Information and Warning
- Operational Coordination

Mitigation actions for Cumberland County include preventative measures, property protection measures, natural resource protection, emergency services measures, structural projects, social vulnerability, and public information activities. Mitigation is focused on reducing the effects of a disaster before they happen, which will reduce the need for response. For example, an effective flood control project could keep a roadway clear and free of water and other debris. By maintaining this roadway, it eliminates the need for police officers to respond to close the road and firefighters to rescue individuals who are trapped. It will also decrease response times of first responders to the area and the surrounding area.

## 7 Planning Assumptions

The following assumptions are those that Cumberland County EMA considers for planning purposes and to execute the Cumberland County EOP. These assumptions indicate

areas where adjustments to the plan have to be made ad hoc, as any emergency or disaster evolves.

- It is assumed that any emergency or disaster individually or in combination with other emergencies may cause a grave situation within the County. It is also assumed that these incidents will vary in size and intensity.
  - For this reason, planning efforts are made as general as possible so that they are applicable to all sizes and types of emergencies.
  - Planning efforts also consider the potential for simultaneous occurrence of emergencies or disasters in multiple locations.
- Cumberland County officials are aware of the possible occurrence of an emergency or major disaster and their subsequent responsibilities in the execution of this plan.
- Every municipality has an Emergency Management Director under State law.
- A major emergency or disaster may overwhelm the capabilities of a community to provide prompt and effective emergency response and recovery.
- Mutual aid will be requested when disaster relief requirements exceed the municipality's ability to meet them. When mutual aid is exhausted and requirements to meet the objectives of the emergency or disaster are exceeded, Cumberland County may be asked to provide support.
  - In an emergency or disaster situation, Cumberland County Emergency Management
     Agency provides that support to our municipalities and partners
- When municipal resources and those within Cumberland County are determined to be insufficient, Cumberland County expects assistance from response organizations and departments from neighboring jurisdictions, the State of Maine, and/or the Federal government to supplement county/local efforts.
- The National Incident Management System and National Response Framework are the adopted organizational structures and methods for managing all emergency response operations.
- Large incidents will require the activation of the Cumberland County Emergency Operations Center.
  - Local EOC's or Departmental Operations Centers may open concurrently with the CCEOC.
- State and Federal disaster assistance, when provided, will supplement, not substitute for, resources within Cumberland County and its efforts.

- Outside assistance may not be available for at least 72 hours following the presentation of an emergency or disaster situation.
- The Cumberland County EOP is an all-hazards plan.

## **8** Concept of Operations

### 8.1 Activation

Should municipal resources be inadequate during emergency operations, County assistance may be requested according to the Statewide Mutual Aid Agreement, as well as other mutual aid agreements and understandings negotiated before and/or during the emergency. The Cumberland County Commissioners are legally responsible for all functions of the County government. CCEMA is the department within the Cumberland County Government that has responsibility for all emergency management functions. This includes the activation of emergency plans and/or utilization of the EOC. The CCEMA Director is responsible for notifying CCEMA/EOC staff of the EOC activation via the most expedient method available, typically a phone call. The Deputy EMA Director may act on behalf of the EMA Director, when the EMA Director is not available.

When the EOC Director determines that an emergency is beyond the control and resources within Cumberland County, a resource request will be made from the County EMA to MEMA. The Governor may declare that a disaster exists within certain or all parts of the County and that State resources will be made available to save lives, protect property and aid in disaster recovery.

This Plan shall be activated:

- For an expected or forecasted disaster
- For a spontaneous or 'no-notice' disaster
- In response to an IPAWS request from a municipality.
  - Alerts using IPAWS are sent by the Maine Emergency Management Agency.
- In response to a request from the Director of Maine Emergency Management Agency (MEMA) or designee.
- In response to a Governor declared state of emergency
- In any event causing significant disruption to the operations of the Cumberland County Government

The Plan may also be activated for:

A significant pre-planned event

- A mass gathering
- Any circumstance requiring County level coordination or support

#### 8.2 The Role of the EOC

The CCEMA Emergency Operations Center supports on-scene incident command efforts to preserve lives, stabilize the incident by restoring community lifelines, protect property and the environment, and re-establish pre-disaster norms. While supporting initial response actions, the CCEMA EOC also supports the subsequent recovery of expenses and losses through the Stafford Act (PL 94-288 amended).

#### The CCEMA EOC may provide:

- Operational and strategic coordination
- Information collection, analysis, and dissemination
- Logistical support
- Equipment
- Supplies
- Personnel, including volunteers
- Coordination with other jurisdictions, private sector, and voluntary organizations
- Public information support
- Damage assessment support
- Emergency communications support

## 8.2.1 The EOC Facility

CCEMA Cumberland County Emergency Management Agency maintains two alternate EOC locations: a space in the Northport Drive facility suitable for partial activations using internal staff, and a larger space at the Windham campus suitable to incorporate partner agency liaisons and volunteer augmentation for a full activation. Each EOC has surveillance and security measures, as well as a backup generator. There are a number of partners that support the continued function and operation of the facility and the required services:

- Cumberland County Information Technology Department: ensures the functionality of the county IT networks, laptops, and other technology in the building
- Cumberland County Facilities Department: responsible for the day-to-day building maintenance and cleaning, including ensuring functioning septic system, water, HVAC, and generator

- Communications Volunteers: ensure functioning radio communication capabilities between CCEMA and local and state agencies, as well as other partners and stakeholders
- Center Support Section: an internal EOC section responsible for ordering and maintaining office supplies to support an EOC activation, as well as food and bedding materials in the event of extended operations. During an EOC activation, ensures that EOC staff have the resources and capabilities required to do their jobs. This position may include all of the above responsibilities.

#### 8.3 Activation Levels

Activation levels describe changes in the EOC's operational posture based on the coordination demands of a threat or actual incident. Please note, Steady State is defined as the routine operational posture in the absence of conditions; no activation level is defined, and the EOC will return to Steady State after conditions subside.

- Monitoring: When a threat or incident occurs which may affect local town and city partners, the CCEMA Director or designee makes the decision to increase monitoring, notify EOC staff, and send out periodic updates in response to potential threats or an ongoing event. Some normal day-to-day, or "blue sky", activities will likely continue unaffected.
  - At this point, the Northport Drive EOC will be used if administrative workspaces are inadequate.
  - A historical example of the CCEMA EOC in a monitoring status is the 2023
     Lewiston shootings (a significant event in a neighboring County).
- Partial Activation: When a threat or incident has the potential to grow beyond the
  capability or capacity of local town and city partners, the CCEMA Director makes the
  decision to transition to a partial activation of the EOC. The partial activation staffing
  level is tailored to meet the requested or anticipated needs, and can incorporate any
  ISM sections, branches, or units. CCEMA staff members supporting a partial activation
  will transition completely from "blue sky" activities to EOC support; some CCEMA staff
  members may continue separate "blue sky" activities. Volunteer support may be utilized
  for key coordination or building situational awareness. The CCEMA Director may move
  directly to a full activation if deemed warranted by the potential threat or active
  incident.
  - A partial activation is expected to utilize the Northport Drive EOC, but also triggers consideration of utilizing the Windham EOC.
  - Previous examples of the CCEMA EOC in a partial activation status are Hurricane
     Lee and Winter Storm Elliott.

- Full Activation: When a potential threat or incident requires multiple ISM sections, significant participation by external agencies, or otherwise exceeds the capabilities of a partial activation, the CCEMA Director makes the decision to transition to a full activation of the EOC. All CCEMA staff members will be engaged supporting the EOC, and "blue sky" activities will likely cease completely. Significant volunteer participation will be used in the EOC and special teams will be active throughout the County. A full activation is likely to include significant participation in the EOC by local partners or staff from adjacent county agencies, either in liaison roles or in ISM sections and units.
  - A full activation will likely require the Windham EOC, with the Northport Drive EOC fulfilling a secondary objective.
  - There is no recent example of a CCEMA EOC full activation, but will likely be required for an event such as the 1998 Ice Storm or a hurricane hitting the County directly.

## 8.4 Access and Functional Needs Populations (AFN)

The "Whole Community" approach to Emergency Management involves including all different types of people, organizations, and communities in emergency planning. Of particular concern are the Access and Function Needs (AFN) Populations. Access and Functional Needs Populations are members of the community who experience physical, mental, or medical care needs and who may require additional assistance before, during, and after an emergency incident after exhausting their usual resources and support network.

Examples of individuals who have access and functional needs include, but are not limited to:

- Individuals who are deaf or hard of hearing and/or are visually impaired
- Individuals with limited English proficiency
- Children and the elderly
- Individuals without vehicles
- Individuals with special dietary needs
- Individuals who experience physical disabilities
- Women in the late stages of pregnancy

Cumberland County Emergency Management Agency has partnerships with service agencies and through these partnerships shall assist those persons with access and functional needs in providing preparedness information, emergency public information, and critical public services in an accessible manner.

#### 8.4.1 Children

Children are a unique population and have unique needs. The County and its partners will consider preparedness, evacuation, shelter operations, and public outreach and education activities in relation to children.

Individuals with children have the primary responsibility for minimizing the impact of disasters to themselves and their children through personal preparedness activities. Cumberland County Emergency Management Agency assists in carrying out this responsibility by providing preparedness information, emergency public information, and critical public services. Each school district and childcare facility within Cumberland County also has a primary responsibility in ensuring the safety of schoolchildren under its supervision.

In sheltering situations, the needs of children must be considered. CCEMA accounts for these needs in a number of ways, including providing Infant Shelter Kits during mass care, separate family areas and child play areas in shelters with activities, mental health and medical services, age-appropriate feeding, and family reunifications plans. For more information on children in mass care, see the Mass Care Annex.

### 8.4.2 Animals

The need to care for domestic livestock and/or companion animals plays into decisions made by people affected by disasters. Often, individuals may not evacuate or take other emergency protective measures if their animals are not included. Preparing for the care of animals during a disaster is the primary responsibility of owners. During mass care/sheltering situations, the Cumberland County Animal Response Team (CCART) supports animal sheltering in a location co-located with the human shelter. The County may also coordinate with local pet rescues, local animal owners, veterinarians, and animal advocacy groups and charities sponsored by private organizations to address animal-related issues that arise during an emergency. If local resources are insufficient to meet the needs of animals during a disaster, the County may request assistance through MEMA.

## 9 Organization and Assignment of Responsibilities

Complex incidents require a higher level of organization than routine events. This plan provides assignments to designated departments and agencies with primary and support responsibilities, including the roles that federal, state, local, regional, and private sector agencies will take to support local operations.

#### 9.1 Local Jurisdictions

The responsibility for responding to emergencies and disasters, both natural and manmade, begins at the local level - with citizens and public officials in municipalities affected by the event. Incidents start at the local level. Each municipality provides for their own public safety resources during a crisis response, which may include, but is not limited to, municipal police officers, fire, and EMS. Each municipality is required by law to have a designated Local

Emergency Management Director. For more information, see the Firefighting Annex and the Law Enforcement Annex.

The following are tasked with primary and support responsibilities. More specific assignments can be found in the supporting annexes to this EOP and in detailed SOP documents developed by each respective organization.

## 911 Dispatch Center/ Public Safety Answering Points (PSAPs)

- Serves as the 24-hour contact point for emergency notification, communication, incident management, and awareness.
- Manages and sends CodeRED mass notification messages at the direction of the incident commander.

#### **Local Emergency Management Director**

- Coordinates local response
- Assists Incident Command
- Maintains communication with local and county partners
- Shares information to contribute to the shared operational picture
- Manages internal resources and requests additional resources, as needed

#### **Municipal Police Departments**

- Conducts law enforcement operations.
- Provides a representative to the EOC (if requested).
- Conducts route alerting/door-to-door knocking, as necessary.
- Establishes primary and alternate evacuation routes.
- Provides traffic control.
- Identifies road impediments.
- Controls access to affected areas.
- Provides security at disaster response site, including shelters, PODs, Reunification Center, etc, as requested.

## **Municipal Fire Departments**

• Provides a representative to the EOC (if requested).

- Conducts firefighting, rescue, EMS, and hazardous material operations (as capable/trained)
- Assists in route alerting and door-to-door notification.
- Assists with the provision of EMS/first aid to evacuees at reception centers and mass care shelters.
- Assists with providing trained personnel for monitoring and decontamination.
- Provides transport of contaminated, exposed, and/or injured individuals.
- Assists in public evacuation by providing ambulance support.

## 9.2 County Jurisdictions

When local resources are overwhelmed or additional coordination is needed, county-level agencies are available for additional support.

#### **County Commissioners**

 Provides policy guidance during emergency response efforts in coordination with the County Manager and CCEMA Director.

## **County Manager**

- Provides overall leadership of county functions.
- Advises the County Commissioners as soon as practical of the emergency or disaster and provides details of the major incidents.

#### **Emergency Management Agency (CCEMA)**

- Activates and manages the Cumberland County EOC.
- Coordinates response and recovery operations, including overseeing adequate representation of essential departments and agencies at the EOC.
- Recommends protective action measures (i.e. evacuation, shelter-in-place, etc.) to local jurisdictions.
- Coordinates the flow of information to adjacent counties and MEMA.
- Requests additional resources from the State and other partners on behalf of the municipalities.
- Develops and disseminates information to foster a common operating picture.
- Coordinates activation of public alerting systems, including IPAWS, CodeRED, social media, and local media.

- Coordinates relocation to alternate EOC, if necessary.
- Develops and maintains the EOP and EOC SOPs.
- Coordinates and supports other sites, including, but not limited to:
  - Emergency Shelters
  - Joint Information Centers
  - Volunteer Reception Centers
  - Points of Distribution (POD)
  - Reunification Centers
  - Staging Areas
  - Demobilization sites
- Provides for EOC staff training to include drills and exercises.
- Coordinates emergency management training.
- Coordinates the assistance provided by private organizations, groups or volunteers, in partnership with the American Red Cross (ARC) and other non-government agencies.
- Ensures that information released to the public is accurate and timely.

#### **Cumberland County Sheriff's Office**

- Provides law enforcement services in areas that do not maintain a municipal law enforcement agency
- Assist local law enforcement, as requested.
- Provides a representative to the EOC, as requested.
- Provides security at disaster response sites, including shelters, PODs, Reunification Center, etc, as requested.

## 9.2.1 Cumberland County EMA EOC

The CCEMA EOC utilizes the Incident Support Model (ISM) structure. The ISM structure is used in the EOC because the EOC functions as a support to the incident commander, rather than conducting operations. ISM separates the information management/situational awareness function from the ICS Planning Section and combines the functions of the ICS Operations and Logistics Sections and comptroller/purchasing functions from the ICS Administration/Finance Section, making it more functional for staff that are focusing on support functions.

The ISM EOC Organization Chart (below) is a sample that depicts a Full Activation. Not all positions and units will be needed each time the EOC is activated. The EOC Director will activate the EOC positions and units deemed necessary to effectively respond to the situation then expand or contract as needed. A Full Activation does not have an upper limit, but will add additional personnel under the sections, branches, and units depicted in Figure 9. The roles and responsibilities of any unit, branch, or section that is not activated fall upward to the roles and positions that are filled.

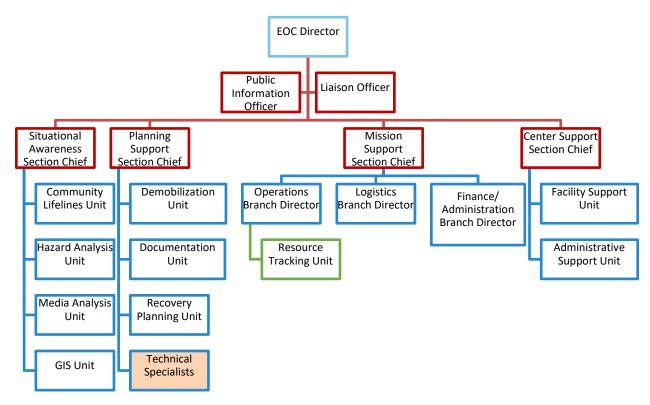


Figure 4: ISM EOC Organization Chart

### Command and Section Chief Responsibilities

#### **EOC Director:**

- The EOC Director manages and provides direction for the EOC.
- Establish direction and control of the overall emergency response and recovery.
- Determine needs and activate the EOC Command Staff and sections as needed.
- Coordinate with the Public Information Officer regarding public information, press releases, and media relations.

- Coordinate with the Liaison Officer about activities and coordination with surrounding jurisdictions and state, federal, and private partners.
- Provide the County Manager information about the emergency or disaster and response activities and the need for a local disaster declaration.
- Manage fiscal authorization for expenditures in the EOC.

#### **Public Information Officer (PIO):**

- Serve as the Cumberland County central coordination point for all media releases, or coordinate within the Joint Information System, as appropriate for the incident.
- Ensure the public within the affected area receives complete, accurate, and consistent information about life safety procedures, public health advisories, relief and assistance programs, and other vital information.
- Coordinate media releases with PIOs at incidents or representing other affected emergency response agencies as required.
- Develop the format for press conferences, in conjunction with the EOC Director.
- Determine the need for additional PIOs to support the incident.
- Coordinate traditional and social media analysis.
- In coordination with the EOC Director, provide orientations for VIPs and other visitors to the EOC or incident scene with approval of the On-scene Incident Commander.

#### **Liaison Officer:**

- Oversee all liaison activities, including coordinating with outside agency representatives assigned to the EOC and handling requests from other EOCs for Cumberland County representatives.
- Establish and maintain a central location for incoming agency representatives, providing workspace and support as needed.
- Ensure position-specific guidelines, policy directives, SITREPS, and appropriate EOC IAPs are provided to agency representatives upon check-in.

#### **Situational Awareness Section Chief:**

 Oversee the collection, analysis, and dissemination of incident-specific and other operational information related to the emergency from all available sources (e.g., field contacts, other EOC staff, Technical Specialists, news feeds, and social media feeds).

- Ensure the responsibilities of the Situational Awareness Section are addressed as required, including the following:
  - Create and maintain maps, status boards, and other displays and ensure they contain current and accurate information.
  - Prepare SITREPs and other situational awareness products for information dissemination, such as reports, briefings, and presentation products.
  - o Provide briefings as requested by the EOC Director.
  - Collect and maintain up-to-date information regarding the impacts and status of community lifelines including restoration timelines.
- Inform EOC Director of significant issues affecting the Situational Awareness Section.
- Ensure the Situational Awareness Section objectives, as stated in EOC IAPs are accomplished within the operational period or within the estimated time frame.
- Supervise and exercise overall responsibility for the coordination of unit activities within the section.
- Establish the appropriate level of organization for the Situational Awareness Section, including the activation of Community Lifelines Unit, Hazard Analysis Unit, and Media Analysis Unit.

## **Planning Support Section Chief:**

- Provide a range of current and future planning services that may include developing contingency, deactivation, demobilization, and recovery plans.
- Ensure the responsibilities of the Planning Support Section are addressed as required, including the following:
  - In coordination with the EOC Director, the Command Staff, and the General
     Staff, establish the operational periods, meetings schedules, and staffing plan.
  - o Prepare and distribute the EOC IAP and facilitate the Planning Meeting.
  - Develop the EOC Demobilization Plan, if necessary.
  - Document and maintain files on all EOC activities, including all documentation from other sections.
  - Provide support services to EOC sections and branches.
- In coordination with other Section Chiefs, ensure status reports are completed and used as the basis for the EOC IAP.

- Inform EOC Director of significant issues affecting the Planning Support Section.
- Ensure Planning Support Section objectives, as stated in EOC IAPs, are accomplished within the operational period or within the estimated time frame.
- Supervise and exercise overall responsibility for the coordination of unit activities within the section.
- Establish the appropriate level of organization for the Planning Support Section, including the activation of the Documentation Unit, Demobilization Unit, and Technical Specialists.

#### **Mission Support Section Chief:**

- Oversee acquiring, deploying, and tracking resources and services.
- Ensure the responsibilities of the Mission Support Section are addressed as required, including the following:
  - Ensure support is provided to Cumberland County's public and private disaster response partners including: first responder operations, mass care operations, public works operations, and hospital or public health operations.
  - Oversee funding, purchasing, and reimbursement of expenses.
  - Ensure detailed financial records are maintained throughout the event or disaster.
  - Ensure all recovery documentation and disaster financial assistance paperwork is accurately maintained for submission to FEMA and/or the Maine Emergency Management Agency (MEMA).
- In consultation with the EOC Director, determine spending limits.
- Inform EOC Director of significant issues affecting the Mission Support Section.
- Supervise and exercise overall responsibility for the coordination of branch and unit activities within the section.
- Ensure Mission Support Section objectives, as stated in EOC IAPs, are accomplished within the operational period or within the estimated time frame.
- Establish the appropriate level of organization for the Mission Support Section, including the Operations Branch, Logistics Branch, and Finance/Administration Branch.

## **Center Support Section Chief:**

- Support the needs of the EOC facility and staff to ensure staff have the resources and capabilities required to perform their roles, including the Joint Information Center (JIC), if activated.
- Ensure the responsibilities of the Center Support Section are addressed as required, including the following:
  - Locate or acquire equipment, supplies, and personnel to meet EOC needs, including JIC needs, if activated. Ensure proper installation of new systems or equipment.
  - Arrange for food, lodging, and other support services as required for the EOC, and oversee the EOC's administrative processes.
  - Ensure EOC facilities include adequate restrooms, food service, and rest areas, and ensure cleaning services are established and maintained.
  - Oversee facility access and security.
- Ensure Center Support Section objectives, as stated in EOC IAPs, are accomplished within the operational period or within the estimated time frame.
- Regularly provide section updates to EOC Leadership.
- Supervise and exercise overall responsibility for the coordination of unit activities within the section.
- Establish the appropriate level of organization for the Center Support Section, including the Facility Support Unit and Administrative Support Unit.

For more information, position responsibilities, procedures, and job aids please refer to the CCEMA ISM EOC Handbook.

## 9.3 State Departments and Agencies

At the State level, MEMA assists in coordinating the mitigation (risk reduction) preparedness, response and recovery from emergencies and disasters such as floods, hurricanes, earthquakes or hazardous materials spills. MEMA also provides guidance, and assistance to county and local governments, businesses and nonprofit organizations in their efforts to provide protection to citizens and property, and increase resiliency in the face of disaster. All requests for state services are routed through the Maine Emergency Management Agency. The state departments and agencies that may be needed during a disaster include:

#### **Maine Emergency Management Agency**

- Managing and coordinating resource requests from the county
- Providing situational awareness updates

• Requests disaster declaration from the governor, if needed

## **Maine Department of Transportation**

- Provides signage and alters routes of travel on State roads for evacuations and damaged/closed roads
- Reopens State roads once the hazard is clear

## Maine Center for Disease Control Public Health Emergency Preparedness (Maine CDC-PHEP)

- Provides public health expertise and guidance
- Conducts inspections of emergency shelters

#### **Maine Department of Environmental Protection**

Responds to hazardous materials (HazMat) spills and other disasters involving HazMat

## **Maine Information and Analysis Center**

- Maine's designated fusion center
- Collects, analyzes, and shares law enforcement intelligence with partners

#### **Maine State Police**

- Provides supplemental law enforcement resources
- Provides Incident Management Assistance Team personnel

#### **Maine Forest Service**

- Subject matter expert on wildfires
- Coordinate and provide resources for wildland firefighting efforts
- Provides search and rescue and emergency medical services
- Provides supplemental law enforcement
- Provides Incident Management Assistance Team personnel

#### **Maine National Guard**

- Assists with debris removal and/or perform emergency repairs
- Assists in the movement of personnel, cargo, or fuel
- Provides communications equipment

- Provides personnel to support emergency operations coordination and incident command
- Provides equipment and personnel to support mass care
- Provides medical personnel and equipment to support public health and medical missions
- Provides personnel and equipment to support search and rescue, crowd control, security measures, roadway assessments, mass casualty incidents, and air support coordination

## 9.4 Volunteer Organizations

During a disaster response, the resources of local municipalities are often stretched thin. Cumberland County EMA relies on a number of voluntary organizations involved in disaster preparedness and response to supplement local resources and provide services to the community.

## **Local organizations:**

#### Wilderness Rescue Team

- Provides search, technical rescue, and medical services in wilderness areas
- Provides a consultant member to assist responders in search and rescue situations

#### Wireless Society of Southern Maine - Emergency Communications Team (WSSM-ECT)

- Amateur Radio Team that provides auxiliary radio communication services for CCEMA or authorized partners, and maintains continuity of communications
- Establishes and maintains fixed, mobile, and/or portable amateur radio equipment and is available to operate public safety emergency communication equipment
- Assists with situational awareness by monitoring radio traffic and sharing ground-truth weather information via SKYWARN

## **Incident Management Assistance Team (IMAT)**

- Provides support to incident command by fulfilling a position within the ICS system, completing incident specific tasks, or completing documentation
- Assists in local or county EOCs

## **Cumberland County Animal Response Team (CCART)**

- Coordinates sheltering for pets and other animals during a disaster
- Provides medical care, food, water, and other needs as necessary for the care of animals

## National organizations with local branches:

#### **American Red Cross**

- Sets up and staffs emergency shelters during disasters
- Assists with feeding and providing essential supplies to those affected
- Provides medical care, spiritual care, and mental health support
- Assists with family reunification

#### **Salvation Army**

- Provides food, water, and emergency shelter during disasters
- Provides emotional and spiritual care
- Assists with long-term disaster recovery

## **Information Technology Disaster Resource Center (ITDRC)**

 Provides technology assistance and equipment to aid in the connectivity of responders and survivors at shelters, EOCs, JICs, ICPs, fire/police stations, distribution centers, Volunteer Reception Centers, etc.

#### Team Rubicon

• Assists with debris management

#### **Civil Air Patrol**

- Provides air resources for damage assessments and search and rescue efforts
- Assists with mass care sheltering and distribution centers

#### Trauma Intervention Program (TIP) of Greater Portland

• Provides immediate, short-term emotional first aid to those affected by disasters

## 9.4.1 Unaffiliated Volunteers

During a large-scale or highly publicized disaster, many citizens feel compelled to offer their time and skills to assist their neighbors and community in the response or recovery. While CCEMA recommends and encourages volunteers to make connections with formal, organized volunteer groups prior to the disaster, it is recognized that individuals may arrive to offer help even if they are not part of one of these groups. These unaffiliated or spontaneous volunteers will be directed to a Volunteer Reception Center (VRC). A VRC is a coordination point for these

volunteers to be registered, screened, and placed with an organization or need that fits their skillset and interest. They will also be provided safety training and identification.

CCEMA has two systems for running a VRC:

- Virtual: CCEMA uses MaineReady (https://www.maineready.org/) as a virtual VRC to post needs and register volunteers online.
- In-Person: CCEMA can set up an in-person facility, with assistance from ITDRC and staffed by United Way of Southern Maine and other volunteers, to coordinate unaffiliated volunteers, conduct safety training, and sign in/out volunteers.

These two functions are best used in conjunction with each other to ensure maximum efficiency, accuracy, and appropriate safety. The MaineReady virtual VRC can be used to control the flow into the in-person VRC by providing a date and time for volunteers to report for safety training and identification, after being screened and placed virtually. For more information, see the Donations and Volunteer Management Annex and the Volunteer Reception Center SOP.

## 9.5 Mutual Aid Agreements

Mutual aid is exercised whenever additional resources are needed.

- The majority of municipalities in Cumberland County have mutual aid agreements between their respective police and fire departments.
- Cumberland County participates in statewide, regional, and international mutual aid agreements, which provide for law enforcement, fire protection, emergency management, medical services and utilities.
  - Emergency Management Assistance Compact (EMAC): EMAC is a national all-hazards, all-disciplines mutual aid compact. This allows States to share resources, including personnel, equipment, and supplies, during governor-declared states of emergency or disasters. In Maine, all EMAC requests are managed by MEMA.
  - Statewide Mutual Aid Agreement: The Maine Statewide Mutual Aid Agreement is intended to provide local first responders with easy access to large quantities of resources or specialties that may be needed during a disaster or major event. This does not replace local mutual aid agreements, but augments them by providing for the systematic mobilization, deployment, organization, and management of emergency service resources.
  - International Emergency Management Assistance Compact (IEMAC): IEMAC is a mutual aid agreement between the northeastern states and the eastern Canadian provinces to provide for the sharing of personnel, equipment, and other resources during a major emergency. This compact also provides the

mechanism for planning and mutual cooperation among the jurisdictions, including conducting exercises, testing, or other training activities.

• Standing agreements exist between local jurisdictions and State agencies for forest fire suppression and rural search and rescue.

## 9.6 Special Considerations

## 9.6.1 Critical Infrastructure

Critical infrastructures include those assets, systems, networks and functions - physical or virtual - so vital to the State and Country that their incapacitation or destruction would have a debilitating impact on security, national economic security, public health, the environment or safety or any combination of those matters. Key resources are publicly or privately controlled resources essential to minimal operation of the economy and the government.

Cumberland County works to protect Critical Infrastructure/Key Resources (CIKR) by:

- Educating local emergency managers and first responders about critical infrastructure security and resilience
- Providing templates and subject matter expertise to help municipalities and organizations develop business continuity plans
- Sharing threat and incident information
- Encouraging businesses and individuals to report suspicious activity
- Seeking their input in the creation of all hazards plans for the County

For more information on private sector coordination, see the CCEMA Resource Management Plan. For more information on Critical Infrastructure and Key Resources, see the CIKR Annex.

#### 9.6.2 Hazardous Materials

During a hazardous materials (HazMat) incident, the local responding agency has primary responsibility for managing the incident. The Local Emergency Planning Committee (LEPC) and Regional Response Teams in Cumberland County are intended to support any community or incident commander responding to a HazMat incident.

CCEMA administers and coordinates the LEPC. LEPC is a community-based organization with the goal of increasing hazardous materials (HazMat) preparedness and response. This organization provides support to local communities by:

- Receiving and processing chemical inventory reports from local industry (also known as Tier II, RMP, and TRI)
- Receiving and processing reports of chemical releases

- Responding to public requests for information on chemical inventory or releases
- Providing planning support for emergency responders and industry members
- Coordinating and hosting training
- Increasing community awareness

The LEPC is also responsible for developing the Cumberland County HazMat Emergency Response Plan. This document assists responders and officials when responding to incidents within the Cumberland County LEPC planning area.

There are two Regional Response Teams (RRT) located in Cumberland County: housed within the Portland and South Portland Fire Departments. Agencies in Cumberland County can request additional teams through MEMA. These teams respond to a variety of HazMat releases and provide expertise to the incident commander in an effort to mitigate the release.

Depending on the size, scale, and complexity of the incident, CCEMA and MEMA may also provide logistical, coordination, communication, and planning support. For more information on HazMat response in Cumberland County, see the CCEMA HazMat Emergency Response Plan.

## 9.7 Organizational Readiness

CCEMA maintains current notification rosters for all internal staff, supporting agencies, and emergency services including fire, law enforcement, and EMS, as well as local emergency management directors. Contact information for municipal representatives, county representatives and employees, and non-governmental entities and points of contact are also be kept on file within the EOC.

Maps, historical data, and other reference materials are also managed, maintained, and kept on file by CCEMA at the EOC. Any information not kept at the EOC will be available in digital or hard copy form and sent to the EOC, or other destination as appropriate to the situation, at the time it is needed. Municipalities keep their own contact rosters and SOPs locally. They should update CCEMA as info changes.

## 10 Direction, Control, and Coordination

This plan is implemented under the direction of the Cumberland County Emergency Management Agency Director or his/her designee.

Initial response to an incident will be managed by the responding agency who will assign an on-scene Incident Commander. This Incident Commander is responsible for performing or directing all response efforts, including enforcing emergency measures and designating emergency areas. Depending on the type and size of incident, or at the request of the on-scene Incident Commander, the County may activate the EOC. The EOC supports on-scene operations and coordinates resource requests. Any request for support should be submitted to the CCEMA

Director, who will determine whether to activate the County EOC and will assume, or designate, the role of EOC Manager. The on-scene Incident Commander will retain tactical control over the incident, relying on the County EOC for resource coordination, interagency communication, situational awareness, communications support, and public information support. Depending on the complexity of the incident, the EOC may also be used as a Unified Command or part of a Multi-Agency Coordination Group.

As incidents expand in magnitude, size and scope, they require greater amounts of resources and increased levels of coordination by the CCEMA and affected jurisdictions. In such cases this Plan is integrated with and complementary to other regional, jurisdictional and state plans.

## 10.1 EOC Role in a Multi-Agency Coordination System

A Multi-Agency Coordination System (MACS) is a system and process that allows all levels of County and local government and all disciplines to work together more efficiently and effectively. Multiagency coordination occurs across the different disciplines involved in incident management, across jurisdictional lines or across levels of government. Multi-agency coordination occurs on a regular basis whenever personnel from different agencies interact in such activities as preparedness, response, recovery and mitigation.

The primary function of a MACS is to coordinate activities above the field level and to prioritize the incident demands for critical or competing resources, thereby assisting the coordination of the operations in the field. A MACS consists of a combination of elements:

- Personnel
- Procedures
- Protocols
- Business Practices
- Communications integrated into a common system

The Cumberland County EOC utilizes the NIMS, Multi-Agency Coordination System (MACS) and Multi-Agency Coordination Center (MACC) models to better define how they will work together with local jurisdictions and the State more effectively. Initially the Incident Command/Unified Command and the Liaison Officer may be able to provide all needed multi-agency coordination at the scene. However, as the incident grows in size and complexity, off-site support and coordination may be required.

Integral elements of MACS are dispatch procedures and protocols, the incident command structure and the coordination and support activities taking place within the activated Cumberland County EOC/MACC. Fundamentally, MACS provides resource support,

coordination and assistance with policy-level decisions to the ICS structure managing an incident.

## **MACS Example: Wildfire Response**

**Situation:** Multiple wildfires across Cumberland County, resulting in a multijurisdictional response involving various disciplines. Evacuations and sheltering are in progress. Resources are strained and multiple mutual aid partners are responding.

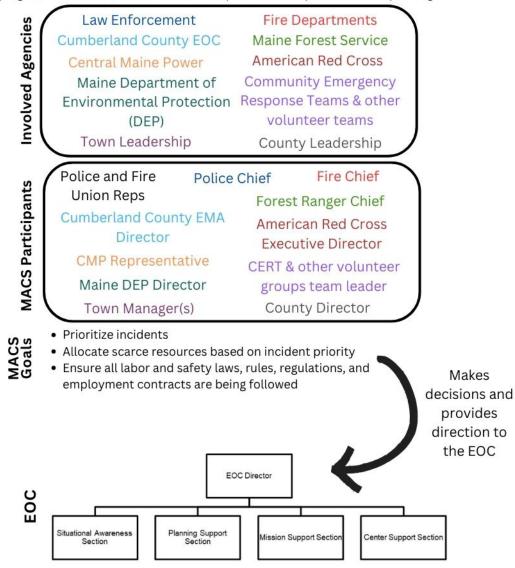


Figure 5: Example of a MACS & EOC Interaction

## 11 Information Collection, Analysis, and Dissemination

Disaster information is managed primarily at the local level under the Incident Command System (ICS) Planning Section, but is also managed at the county level EOC. Within the EOC, the Situational Awareness Section is responsible for this function. For additional information on information collection, analysis, and dissemination, see the CCEMA EOC

Handbook. Within the context of emergency management, several tools are available to ensure information is appropriately collected, analyzed and shared.

- WebEOC is a State-run computer-based system that is used to manage multiple aspects
  of the incident. It can also be used as a mechanism for sharing information between
  CCEMA, the State, and other counties. EOC protocols and procedures will establish the
  use of WebEOC.
- Standard ICS forms are used as a method of sharing information. The use of ICS forms within the EOC is encouraged as a method of ensuring compatibility with forms used at the ICP level. Many ICS forms have an ISM equivalent; for more information, reference the EOC Handbook or the CCEMA EOC Shared Documents.
- Information briefings will be conducted on a periodic basis and always at the beginning of each operational period within the EOC.
- Slack Channels are utilized by the EOC staff, partner agencies, and local emergency management directors during EOC activations. This chat-based program allows the sharing of real-time information, as well as documents and photos, between users who have different information technology requirements (i.e. organizations who use Google Workspace vs. Microsoft 365)..
- Partners are notified via phone, email, or radio of important information.
- Critical and Sensitive Information related to law enforcement/intelligence matters is reported to and disseminated through the Maine Information and Analysis Center (MIAC) and Office of Infrastructure and Protection. The information received is used for appropriate planning and in support of operations as applicable. For additional information on reporting to and receiving information from MIAC, see the Emergency Threat Memo.

To assist decision makers and information gathering and processing, it is important to establish a common operating picture. A formal reporting methodology must be provided to all levels, including operational areas, branches, divisions, and any state or federal organizations, to focus collection efforts on essential information. This may include status updates via ICS form 201 from organizations at the beginning of each operational period. It is also necessary to prioritize the kinds of information that are required.

Organized, accurate, and timely information is key to informing response activities. Critical and essential information includes information such as:

• The impact and magnitude of the affected area

- Demographics (including individuals displaced, self-evacuees, injured, and killed) and information on AFN populations (access, mobility, disability, language, age, poverty, service and pet animal populations)
- Lifesaving needs, such as evacuation plans, timelines and instructions (to include the
  evacuation of critical facilities such as hospitals and nursing homes), and search and
  rescue
- Information on damage to residential dwellings, businesses, temporary housing plans and power restoration updates
- The risk of damage to the community, including the agricultural community
- The status and capacities of shelters, as well as the services provided
- Ability of government organizations to continue essential functions and services
- The status of critical infrastructure such as transportation, utilities, communication systems, and fuel and water supplies
- Damage to and status of critical facilities such as police and fire stations, medical providers, water and sewage treatment facilities, airfields, and media outlets
- Requests and/or need for state and federal assistance
- Status of declarations and ESF activations
- Identification of federal and state level priorities
- Location, capabilities, and number of all deployed response resources including equipment, commodities, and personnel
- Potential chemical, physical, and natural hazards that may affect the safety and health of response and recovery workers
- Weather status and future forecasts
- Factors that have a significant economic impact

Essential information needed also includes information about the potential for cascading events, which occur as a direct or indirect result of an initial event. For example, if a flash flood disrupts electricity to an area and, as a result of the electrical failure, a traffic collision involving a hazardous materials spill occurs, the traffic collision is a cascading event. Taken together, the effect of cascading events can be crippling to a community.

The source of critical and essential information can come from the following:

On-scene responders and 911 personnel

- Field personnel (Spotters)
- Television/Internet/Radio/Other public media sources
- Imagery
- Predictive modeling
- Fusion centers (MIAC)
- National Alert and Warning System (NAWAS): NAWAS is an automated telephone system operated by FEMA and designed to alert emergency response organizations to imminent dangers. CCEMA maintains and tests the emergency phone in the Bunker (see NAWAS Test SOP).

In situations where the EOC is not activated, situational awareness, information gathering, and notifications could fall to any member of the CCEMA staff. CCEMA utilizes a Notification Decision Matrix to identify partners and determine notification priority order based on the incident. The notification may be by phone, email, or radio. For more information on notifications when the CCEMA EOC is not activated, see the Disaster Notifications SOP and the Notification Decision Matrix.

## 11.1 External Communication/Public Information Sharing

Public information is necessary to ensure individuals and the community are able to access critical information to make informed decisions in unsafe conditions. It is essential to share accurate and timely information about the incident, its ramifications, and emergency instructions for the community.

CCEMA may set up or assist in setting up a Joint Information System (JIS) and a Joint Information Center (JIC) at the request of the Incident Commander during a disaster. CCEMA may provide:

- Personnel
- Technology
- A location for the JIC
- Deployable equipment

The Public Information Officer (PIO) is responsible for gathering information, developing messages, and disseminating those messages. The Lead PIO will likely work for the Incident Commander to ensure messages are accurate and relevant. Depending on the type and scale of the incident CCEMA and its partners may play a leading or supporting PIO role:

• During incidents involving a single or more than one municipality, CCEMA supports the Lead Public Information Officer (PIO) from that municipality.

- During county-wide incidents, CCEMA may serve as the lead PIO, supported by the partner agencies.
- In situations where multiple counties or the entire state are affected, the County and municipal PIOs play a supporting role to the MEMA PIO.

If an incident requires more than an individual Lead PIO, additional positions may be filled, either in a JIC or as additional staff supporting the Lead PIO. For more information and recommended position descriptions, see the JIC SOP Annex of the EOC Handbook.

The following positions within the county and its partners have been identified and may fill the following PIO roles:

CCEMA Director or Deputy	<ul><li>Act as lead PIO;</li><li>Provide support to Lead PIO of other jurisdiction;</li></ul>
Director	<ul> <li>Acts as official spokesperson of CCEMA as related to the incident</li> </ul>
	<ul> <li>Performs limited Support PIO functions to CCEMA including:</li> </ul>
County Public Affairs Director	<ul> <li>Support for distributing media/press releases;</li> </ul>
	Establish an off-site press conference;
	Post press release on County website
CCEMA Staff and volunteers	Can fulfill all support PIO positions, if trained
Cumberland County Sheriff's Office PIO	<ul> <li>Able to fill Support PIO roles or lead PIO role in their jurisdiction;</li> </ul>
Municipal PIOs (e.g. Fire and Police)	<ul> <li>Able to fill Support PIO roles or lead PIO role in their jurisdiction;</li> </ul>
Municipal Public	Able to fill Support PIO roles or lead PIO role in their
Affairs/Communications Staff	jurisdiction;
County Director-level staff or designees	Act as subject matter experts

Information from the JIS may be disseminated in a number of ways, including, but not limited to:

- Media Briefings (TV/Radio)
- News Releases (Newspaper/Magazine/website)

- Website Updates
- Social Media Posts
- 211 Maine: 2-1-1 Maine is an organization that connects individuals with resources in non-life-threatening situations, including heating assistance, mental health, housing and shelter, feeding, aging, and more. Providing information on 211 is done through the Maine Emergency Management Agency.

For more information on the PIO, JIC, and public information during a disaster, see the CCEMA Crisis Communications Plan and the JIC SOP Annex of the EOC Handbook.

## 11.2 Emergency Public Warning

In time-sensitive emergencies, Cumberland County relies on two main systems for public emergency notifications: CodeRED and IPAWS.

- CodeRED is used by public safety agencies to notify citizens of emergencies, including severe weather, evacuation notices, missing persons, shelter-in-place, and other dangerous situations. Citizens must sign up for alerts and can be notified via hardwired phone, cell phone, text message or email to residential or business contacts. Each dispatch center in Cumberland County has access to this system.
- The Integrated Public Alert and Warning System (IPAWS) is the national emergency alert and warning system, managed at the State level by the MEMA Statewide Interoperability Coordinator (SWIC). IPAWS is used for immediate life-threatening situations to notify the public as quickly and accurately as possible. IPAWS wireless emergency alerts (WEA) messages can be targeted to a defined geographic area, notifying residents as well as visitors to the area. If an alert or warning is needed using IPAWS see the Maine IPAWS State Policy and the CCEMA IPAWS SOP.

## 12 Communications and Coordination

CCEMA has communication capabilities with state and local responders and emergency services agencies. Staff duties include bi-weekly radio communication and systems platform tests. CCEMA receives and disseminates vital and sensitive, non-emergent, and emergent information via interoperable means. CCEMA's Windham EOC has increased communication capabilities and is co-located with the Cumberland County Regional Communications Center (CCRCC). All county and municipal personnel are able to communicate with each other by way of: Telephone/Cell phone, Radio, E-mail, or runners.

## 12.1 Interoperability

CCEMA maintains the Countywide Radio Frequency Protocol – Major Incident Interoperable Communications Plan, which is designed to provide managed/reliable radio interoperability for Public Safety agencies within Cumberland County and beyond the County

borders. This protocol identifies three mandatory and one optional bank for first responder radios within Cumberland County. These banks allow for communication between local, state, and federal agencies.

CCEMA also maintains the Cumberland County All Hazards Communications Plan. This plan addresses the communications capability at each level of government, reviews interoperability, and identifies gaps and areas for improvement. Unlike the Countywide Radio Frequency Protocol, which focuses specifically on radio communications, this plan also identifies backup communication methods, including cellular, phone, email, Slack group, WebEOC, and the WSSM-ECT amateur radio band.

For additional information, procedures, and specific capability information, see the Countywide Radio Frequency Protocol and the Cumberland County All Hazards Communication Plan. All CCEMA communications plans are developed with consideration to the State of Maine Communications Interoperability Plan (SCIP) and the National Emergency Communications Plan (NECP).

## 13 Administration

#### 13.1 Documentation

Documentation of activities prior to, during and subsequent to an emergency or disaster is performed to accurately reflect the preparation for, response to, and recovery from the event. Documentation creates historical records, assists in cost recovery, and may be used in mitigation planning. Personnel time accountability, resources deployed, equipment and supply expenses must be documented for possible reimbursement and budgetary accounting, and future financial planning.

County Agencies and municipalities are responsible for providing reports on response activities or damages after an incident. CCEMA recommends local Emergency Management Directors document non-disaster events, such as planned events or exercises, as well to maintain robust record keeping systems. This may be done upon request from CCEMA or by the County Department/Agency or municipality as part of their post-incident duties. CCEMA Director or designee is responsible for collecting and submitting county and municipal response activity reports to MEMA.

The following means shall be utilized to document actions taken during and after an emergency:

## 13.1.1 Photography

An important aspect of documentation of an emergency or disaster will be photographs
of the impacted area, both prior to an incident and after the incident. Whenever
possible photographs of County assets, critical infrastructure, retail centers, waterways,

- roadways and other locations open to risk and vulnerability should be taken to establish the picture of the area before an incident.
- Response and recovery photography will also be important to help in establishing the
  effect of any damage, the relative cost of damage and the efforts undertaken by the
  County to resolve the situation. Responding agencies should be prepared to take and
  maintain photographic evidence of their response efforts as well as the results of any
  disaster or emergency upon the structures, people and environment during their work.

## 13.1.2 *Reports*

Agency level reports must be completed regarding emergency incidents and disasters in accordance with internal procedures and protocols.

- EOC Activation documentation: CCEMA EOC staff complete an ICS 214 form to document activity during an EOC activation.
  - The ICP and the EOC shall maintain accurate logs recording key response activities including:
    - ICS forms
    - Activation or deactivation of emergency facilities
    - Emergency notifications to local governments and to state and federal agencies
    - Significant changes in the emergency situation
    - Major commitments of resources or requests for additional resources from external sources
    - Issuance of protective action recommendations to the public
    - Evacuations
    - Casualties
    - Containment or termination of the incident
- Resource Tracking: The Mission Support Section is responsible for documenting requests from municipalities for resources and all resources deployed, as well as those that have been ordered or requested from other partners. Financial records are also maintained.
- Situational Awareness: The Situational Awareness Section is responsible for documenting the current situation and incident events via SITREPs.

- Incident Action Plan (IAP): The Planning Section is responsible for the development of the IAP, which documents the objectives for the EOC and planned actions for the operational period.
  - The IAP is intended to provide supervisory personnel with a common understanding of the situation and with direction for future action. The IAP includes a statement of objectives, organizational description, assignments and support materials. This Plan is generally prepared at the outset of an incident's organized response or the beginning of an operational period for extended events. It describes the intended course of action(s) to be undertaken by IC or EOC staff for a specified period. An Incident Briefing Form (ICS 201) may be used on smaller incidents. Written IAPS must be maintained as part of the historical record for an incident; therefore, a copy must be forwarded to the EOC if activated.
- Each municipality is responsible for completing local level forms and sending them to CCEMA to compile (e.g. IAP, SITREP, or Damage Assessment Form).

## 13.1.3 Situation Reporting

During active disasters, partner agencies should submit situational updates or reports to the EOC at a determined interval. Each update should contain pertinent information regarding agency response/recovery operations and be submitted to the EOC. Distribution should also be made to all departments or agencies involved in the event response.

During an EOC activation, the Documentation Unit is responsible for determining what materials and documents are required for official records, in coordination with the Section Chiefs, and maintaining those records. These records include, but are not limited to, EOC activity logs, SITREPS, and IAPs. The Documentation Unit also assists the EOC director in the preparation and distribution of the After Action Report (AAR). All documentation from EOC activations are permanently saved to the shared CCEMA drive.

#### 13.1.4 Hot Wash

As a part of the AAR process, each agency or department that is involved or impacted by the emergency or disaster should perform a "hot-wash". A hot-wash is a brief discussion with all participants to elicit information about three basic issues; what was the planned activity, what actually occurred, and what improvements could be made for future incidents. A hot-wash is usually conducted immediately after an incident is resolved, or after a particular activity or operation has taken place within an incident or event.

Hot-wash results and information are recorded and submitted to the IC and the EOC Manager, or the Planning and Policy Sections when activated, to be incorporated into AARs.

## 13.1.5 After Action Reports

An After Action Report is a collaborative effort by those involved in the incident to analyze the response, identify strengths and deficiencies, and make recommendations for improvement. AARs are used to improve policies and procedures, direct future training and exercises, identify equipment shortages, show successful efforts, highlight initiatives that should be pursued, and improve the overall operational readiness of the organizations involved.

After an EOC activation, for a planned or unplanned event, all EOC Staff will participate in internal AARs. This AAR will be shared with other participating departments, jurisdictions, and organizations, including the Incident Commander and staff, who will be given the opportunity to provide comments and feedback.

The AAR will include:

- A review of actions taken
- Identification of equipment shortages
- Recommendations on improving operational readiness
- A highlight of strengths and initiatives that would be beneficial and which details operational successes, problems, and key issues affecting the incident management.
- The methods and resources used to organize and conduct a review of the incident, including recommendations to improve local readiness (e.g., change plans/procedures, acquire new or replace outdated resources, retrain personnel, etc.).
- A description of how the deficiencies and recommendations identified in the AAR are to be corrected or completed. This includes identifying a timeline and method for assuring the corrections are done, as well as assigning a staff member to oversee the completion of these tasks.
- A description of the processes used to critique the response to an emergency/disaster and document recommendations for the jurisdiction's exercise program
- The report will include appropriate feedback from all local, regional, state, federal, non-governmental and private sector partners participating in the incident. CCEMA and other applicable County departments will incorporate information from these reports to update plans and procedures as required. Other County departments involved may keep records of their activity to assist in preparing their own after-action report to be shared with CCEMA.

## 14 Finance

Expenditure tracking should commence immediately upon notice or obvious occurrence of disasters that require expense of labor, equipment use, materials, and other expenses. The IC and EOC staffs are responsible for maintaining written records of all disaster-related personnel overtime, requests for supplies, equipment and contract personnel, and receipts for emergency purchases of supplies, equipment, and other disaster related expenses

Detailed reports of costs for emergency operations should be maintained during EOC operations. These records may be used to submit cost recovery requests to responsible parties or insurers. They can also provide the basis for requesting financial assistance allowable response and recovery costs from the State and/or Federal government. The expenditure data and documentation is vital to state and federal agencies for requesting financial assistance during and after the disaster.

All records of expenditures in emergency operations or during an incident are maintained by the County Department/Agencies and municipalities using their own bookkeeping methods.

## 14.1 Cost Recovery Programs

There are various programs that allow the County, State and other supporting agencies to recover the costs incurred during and after an emergency operation. There are also cost recovery programs that provide assistance to individuals and families. The amount of assistance available depends on the size and type of the incident. Several of the core cost recovery programs are highlighted below:

- 1. <u>State and Federal Public Assistance Program:</u> Public assistance provides supplemental aid to State, County, and local government agencies to help them recover from disasters as quickly as possible.
  - a. Donated Resources. Donated resources used on eligible work that is essential to meeting immediate threats to life and property resulting from a major disaster may be credited toward the non-federal share of grant costs under the Public Assistance Program. Donated resources may include volunteer labor, donated equipment and donated materials.
  - b. Pets Evacuation and Transportation Act of 2006 (PETS Act). Reimburses states and counties for work done in association with disaster mitigation, regulations associated with the PETS Act.
- 2. <u>Individual and family assistance:</u> When these programs become available, CCEMA may assist in notifying the public and providing relevant information for applicants.
  - a. Small Business Administration (SBA): The SBA provides low interest, long-term loans for physical and economic damage caused by a declared disaster. It offers

loans to homeowners, renters, businesses of all sizes and private, nonprofit organizations to repair or replace real estate, personal property, machinery and equipment, inventory and business assets that have been damaged or destroyed in a declared disaster.

- b. Individual and Households Program (IHP): Assistance covers temporary housing needs, home repairs, and losses to personal property, transportation expenses, funeral and medical expenses upon a Presidential declaration.
- c. Disaster Unemployment Assistance: This program may be implemented by the Department of Labor upon a Presidential declaration. It allows those unemployed due to a disaster access to unemployment benefits.

CCEMA assists local jurisdictions and individuals in a number of ways to support cost recovery:

- Pre-disaster Planning: CCEMA establishes protocols and guidelines for tracking eligible costs before a disaster occurs. This could include training staff on documentation requirements and understand what costs are eligible under the PA program, among others.
- Coordination of Resources: CCEMA serves as a central hub for coordinating resources and information for various parties, ensuring that they are all aligned in recovery efforts.
- Grant Assistance: CCEMA can help local jurisdictions and individuals identify and apply for available state and/or federal funding opportunities to cover costs related to infrastructure (HMGP, BRIC, FHWA-ER, etc.), public assistance and individual assistance programs.
- Damage Assessments: While primary responsibility for damage assessment falls to the
  local agencies, CCEMA can conduct and/or assist with damage assessments to help
  quantify losses and determine eligibility for funding and other resources, which is critical
  for both municipalities and eligible nonprofits who are stretched thin after a disaster.
  This can also help in categorizing estimated costs according to the PA guidelines, from
  debris removal and emergency protective measures to the repair and/or replacement of
  public infrastructure, ensuring that all relevant expenses are captured. For more
  information, see the MEMA Public Infrastructure Initial Damage Assessment Form
  Instructions.
- Documentation: After a disaster, CCEMA can help to ensure that all expenditures related to emergency response and recovery are meticulously documented, including invoices, receipts, and payroll, as well as logs of the personnel and equipment hours.
- Training: CCEMA can offer training to help educate local officials on the recovery process, available resources, and navigating the reimbursement/claims process.

- Liaison with State/Federal Agencies: CCEMA acts as a liaison between local jurisdictions and state/federal agencies, to help facilitate communication and expedite assistance.
- Resource Allocation: CCEMA can help to allocate county resources to support recovery
  efforts in affected areas. This may include staff, volunteers, other non-governmental
  organizations, equipment, and supplies.
- Public Information: CCEMA can help to disseminate information to the public regarding recovery resources, eligibility for assistance, and upcoming meetings and workshops to better understand the recovery process.

# 15 Logistics

Emergency management and incident response activities require carefully managed resources (personnel, teams, facilities, equipment and/or supplies) to meet incident needs. Utilization of the standardized resource management concepts such as typing, inventorying, organizing and tracking will facilitate the dispatch, deployment, and recovery of resources before, during and after an incident.

The resource management process can be separated into two parts:

- 1. Resource management as an element of preparedness and resource management during an incident. The preparedness activities (resource typing, credentialing, and inventorying) are conducted on a continual basis to help ensure that resources are ready to be mobilized when called to an incident.
- 2. Resource management during an incident is a finite process, with a distinct beginning and ending specific to the needs of the particular incident.

Using the results of the threat and hazard vulnerability analysis, hazard mitigation analysis, capability assessment and the gap analysis, the results of AARs, and other feedback from municipalities and partners, CCEMA identifies resources needed for response and pursues these resources.

The CCEMA EOC can function as a logistics management and resource request hub for Incident Command. Local agencies will first turn to mutual aid, but when a resource need is unable to be filled by mutual aid, they will request that resource through CCEMA. CCEMA staff will deploy that resource if it is available in-house, or work to identify sources of that resource through other partners or previously established MOUs. CCEMA may also submit a resource request to MEMA via WebEOC if that particular resource cannot be sourced locally.

For additional information on resource management before, during, and after a disaster, see the CCEMA Resource Management Plan and the CCEMA EOC Handbook - Mission Support Section.

CCEMA has identified the following logistics and resource management mechanisms to acquire resources and increase capabilities to support local municipalities, while attempting to reduce resource shortfalls.

- 1. Emergency Management Assistance Compact (EMAC)
  - a. This agreement allows the sharing of resources from all 50 states, including personnel, equipment, and commodities, to assist the local municipalities.
- CCEMA Contacts and Resources
  - Maintenance of a comprehensive list of organizations and individuals with needed resources facilitates rapid access and ability to support the stages of response and recovery.
- 3. CCEMA Volunteers
  - a. Emergency Communications Team
  - b. Incident Management Assistance Team
  - c. Animal Response Team
  - d. Wilderness Rescue Team
  - e. Communications Volunteers
  - f. Special Projects
- 4. Volunteer Management
- 5. Memorandum of Agreement (MOA) & Memorandum of Understanding (MOU)
  - a. MOUS and MOAs are agreements to collaborate, communicate, respond and support one another during a disaster.
- 6. CCEMA maintains a cache of resources in-house to respond to disasters. This equipment is intended for use by our local agencies, volunteer teams, and other partners during an emergency response or pre-planned event. This equipment includes:
- 7. Sheltering supplies, including for animal sheltering
  - a. Communications equipment
  - b. Generators
  - c. Lighting
  - d. Medical equipment
  - e. Signage and barriers

CCEMA utilizes AssetTiger to identify and track in-house resources. For more information on AssetTiger functions, see the Resource Management SOPs. For more information on specific equipment and the request process, see the CCEMA Deployable Assets Guide.

# 16 Plan Annexes/Emergency Support Functions

In an effort to align with the National Response Framework (NRF), annexes to this plan are grouped by Emergency Support Function (ESF). Select ESF's within the capability and capacity of CCEMA will have a corresponding annex to this plan. There are several ESF's not within the capability or capacity of CCEMA, which are planned and handled at the state, regional, and/or federal levels.



Figure 6: Emergency Support Functions

#### 17 Limitations

Cumberland County neither makes nor implies any guarantees by implementing this plan. Because local government assets and systems may be damaged, destroyed or overwhelmed during a catastrophic incident, Cumberland County can only endeavor to make reasonable efforts to respond based on the situation, information and resources available at the time.

This plan and its programs are subject to any limitations imposed by the availability of funds. If funds are unavailable to fully support all functions under this plan, the County may adjust the services and capabilities envisioned under this plan.

Note: Since the Plan represents a capability that is constantly altered by changes in the law, public policy, organizations, programs, systems, processes and the environment, it is

impossible to promise the delivery of a perfect emergency management system. County actions may also be constrained because hazards may create effects that impair access, availability and/or use of resources within the County, along with other essential services provided by other organizations and the private sector. Despite these unavoidable limitations, Cumberland County will make every reasonable effort to deal with the dangers and hardships imposed, based on the situation, the information available and the resources then available.

Moreover, nothing contained in this plan is intended to be nor shall be construed to create or form the basis for any liability on the part of Cumberland County or its officers, employees or agents, for any injury or damage resulting from failure of any public official or employee to comply with the provisions of this plan, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this plan on the part of Cumberland County by any of its officers, employees or agents. It is expressly the purpose of this plan to provide for and promote the health, safety and welfare of the public, as well as preservation of property and the environment.

# 18 Plan Development and Maintenance

A plan such as this is often described as a "living" document. This means that once developed, changes are anticipated and encouraged based on experience, best practices, lessons learned, and deliberation. Changes must be made to ensure document practicality, currency, and compliance with ever-changing doctrine. The EOP is developed in accordance with FEMA's Comprehensive Preparedness Guide (CPG) 101, Version 3.0, "Developing and Maintaining Emergency Operations Plans, September 2021.

CCEMA will coordinate and conduct periodic exercises of this plan in order to test its effectiveness on preparedness and capabilities.

The EOP has been de-conflicted and integrated with the development of similar local jurisdiction plans and neighboring counties. The EOP is not intended to replace any response plans, but to provide additional resources and supplemental information. Each local jurisdiction has access to this plan and been given an opportunity to provide feedback As such, it is important to ensure continued collaboration and coordination with regional entities whenever changes, updates, or other items that impact emergency management procedures identified in this plan are made.

The EOP will be reviewed annually by the CCEMA Response Coordinator and revised as necessary to maintain maximum adaptability and flexibility in response to a changing emergency management and homeland security landscape. Changes in any of the below variables may necessitate adjustments to administrative and/or procedural provisions of the EOP:

Actual Incident

- After-Action Reports (AARS)
- Community Profile and Trends
- Policies
- Risk Assessment
- Technology
- Demographics
- Infrastructure
- Legislation
- Threat Environment
- Training and Exercising
- Vulnerability Assessments

All recipients are requested to advise the CCEMA Director regarding any errors or omissions, and make recommendations for improvement. Any department or agency with assigned responsibilities under the plan may propose a change. CCEMA will accomplish the process of collecting and coordinating all proposed modifications to the EOP as well as coordinating with primary and support agencies and other stakeholders, redrafting proposals to the EOP, and forwarding proposed changes for approval.

## 18.1 2025 Update

In the development of the 2025 EOP, CCEMA requested feedback from the following stakeholders:

- Local Emergency Management Directors of Cumberland County
- Police Chiefs of Cumberland County
- Fire Chiefs of Cumberland County
- Emergency Dispatch Centers in Cumberland County
- Maine Emergency Management Agency
- All volunteer organizations with responsibilities listed in this EOP

All stakeholders were provided a copy of this EOP via email and given the opportunity to provide feedback over a two-week period. The EOP was also discussed at the Local Emergency Management Directors Monthly Meeting. After feedback was received and integrated into the plan, the EOP was reviewed and approved by the Cumberland County Commissioners.

## 19 Distribution

The Base Plan is generally available to the public and will be posted on the Cumberland County EMA website. Specific operational plans, as well as ESF, incident-specific, and support annexes will be protected from disclosure to the public based upon their nature and as a result of including sensitive material related to policing, homeland security, and criminal investigations. Notices of Change to the public and other organizations will be provided upon request dependent upon consideration relative to disclosure concerns.

All public inquiries for information can be made to the Cumberland County Public Information Officer, who will coordinate the request with relevant legal partners and any other applicable departments. A response will be provided accordingly based on the parameters and/or exceptions provided through the Freedom of Information Act (FOIA) and issues of homeland security.

## 20 Authorities and References

### 20.1 Federal Laws

Disabilities Act Amendments Act of 2008, Public Law 110-325

Code of Federal Regulations, Title 44, Chapter 1, Federal Emergency Management Agency, October 1, 2008.

Consolidated Appropriations Act, 2008, Public Law 110-161

Defense Against Weapons of Mass Destruction Act of 1996, Public Law 104-201.

Disaster Assistance Program, Federal Emergency Management Agency - Eligible Costs Related to

Pet Evacuations and Sheltering, Federal Emergency Management Agency (DAP 9523.19)

Disaster Mitigation Act of 2000, Public Law 106-390.

Executive Order 13347, Individuals with Disabilities in Emergency Preparedness, July 26, 2004.

Fair Housing Act as amended in 1988, 42 U.S.C. 3601.

Federal Safe Drinking Water Act of 1974, as amended in 1996, 42 USC, Sections 300f-300j-26.

Public Law 920, Federal Civil Defense Act of 1950, as amended

Freedom of Information Act Disclosure Exemption, 5 U.S.C. Section 552(b) (7) (E).

Hazardous Materials Transportation Act of 1994, 49 U.S.C. Section 5101-127

Homeland Security Act of 2002, 6 U.S.C. 101, et seq, as amended.

Homeland Security Presidential Directive (HSPD) - 3 (March 11, 2011) - Homeland Security Advisory System. Establishes a comprehensive and effective means to disseminate information regarding the risk of terrorist acts to Federal, State, and local authorities and to the American people.

Homeland Security Presidential Directive (HSPD) - 4 (September 17, 2002) - National Strategy to

Homeland Security Presidential Directive (HSPD) - 5, Management of Domestic Incidents, February 28, 2003. HSPD 5 enhances the ability of the United States to manage domestic incidents by establishing a single, comprehensive national incident management system.

Homeland Security Presidential Directive (HSPD) - 7 (December 17, 2003) - Critical Infrastructure Identification, Prioritization, and Protection. Establishes a national policy for federal departments and agencies to identify and prioritize United States critical infrastructure and key resources and to protect them from terrorist attacks.

Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, August 21, 1996.

Homeland Security Presidential Directive 7, Critical Infrastructure Identification, Prioritization, and Protection, December 17, 2003.

Homeland Security Presidential Directive 8, National Preparedness, March 30, 2011.

National Security Presidential Directive 51/Homeland Security Presidential Directive 20, National Continuity Police, May 4, 2007.

Pets Evacuation and Transportation Standards Act of 2006 (PETS Act), Public Law 109-308.

Post-Katrina Emergency Management Reform Act of 2006, Public Law 109-295.

Presidential Decision Directive (PDD) - 39 - United States Policy on Counterterrorism (June 21, 1995) (PDD) - 62, Protection Against Unconventional Threats to Homeland and Americans Overseas (May 22, 1998)

Presidential Decision Directive (PDD) - 63, Protecting America's Critical Infrastructure (May 22, 1998)

Presidential Policy Directive (PPD) -8 (March 30, 2011) — National Preparedness. Aimed at the systematic preparation to strengthen security and resilience. Establishes the requirements for a national preparedness goal and system aimed at facilitating an integrated, all-of-Nation, capabilities-based approach to preparedness.

Public Law 96-342, Improved Civil Defense 1980

Rehabilitation Act of 1973. Public Law 93-112- Section 504.

Public Law 93-288, The Disaster Relief Act of 1974, as amended by Public Law 100-707, The Robert T. Stafford Disaster Relief and Emergency Assistance Act.

Superfund Amendments and Reauthorization Act (SARA) of 1986, Public Law 99-499, Title III.

Emergency Planning and Community Right-to-Know Act (EPCRA)

Volunteer Protection Act of 1997, Public Law 105-19

## 20.2 State

Maine Revised Statue, Title 37-B

Executive Order No. 1 FY 89/00, Civil Emergency Planning

Executive Order No. 07 FY 06/07, an order designating The National Incident Management System Statewide Mutual Aid Agreement

State of Maine Threat Hazard Identification and Risk Assessment (THIRA), 2018

Maine IPAWS State Policy

## 20.3 County

Cumberland County National Incident Management Adoption Resolution

Cumberland County Hazard Mitigation Plan

**Cumberland County Hazardous Materials Plan** 

Cumberland County Threat Hazard Identification and Risk Assessment, 2024

CCEMA ISM EOC Handbook

CCEMA Resource Management Plan

Cumberland County All Hazards Communication Plan

Cumberland County Countywide Radio Frequency Protocol

CCEMA Deployable Assets Guide

## 20.4 Other References

National Disaster Recovery Framework, 2011

National Response Framework, 2008

National Incident Management System, 2008

National Preparedness Goal, 2011

National Preparedness Guidelines, 2007

National Preparedness System 2011

Target Capabilities List, 2007

Developing and Maintaining Emergency Operations Plans, Comprehensive Preparedness Guide (CPG) 101, Version 3.0, 2021

Guidance on Planning for Integration of Functional Needs Support Services in General Population Centers, 2010



# **Cumberland County**

142 Federal St Portland, ME 04101

# **Position Paper**

### **Agenda Item Request:**

Approval of the 2025/2026 Cross Insurance Arena Operational Budget, Capital Budget & Trustee Budget.

## **Background and Purpose of Request:**

The Arena's operational budget operates as an enterprise fund, meaning it is primarily supported by projected revenues generated throughout the year.

It is typical for the initial budget proposal to show a projected loss. However, the Arena staff consistently works diligently to secure events and sponsorships to mitigate this and aim for profitability. I am pleased to report that the Arena has now achieved operational profitability for the past four years.

Separately, I have collaborated with General Manager Mike LoConte on this year's Capital Budget. Due to the recent focus on the new dasher boards and glass over the last few years, several other necessary capital improvements were deferred. This year's proposal addresses those needs.

Thank you for your continued support and attention to the Cross Insurance Arena.

GM Mike LoConte will be in attendance on Monday to go over the proposed budgets for the Arena.

Funding Amount and Source: Operations Budget - Enterprise Fund
Capital Budget - County Reserves & General Fund
Trustees Budget - County General Fund



TO:	Cumberland County Commissioners					
FROM:	OM: James H. Gailey, County Manager					
DATE:	May 19, 2025					
SUBJECT:	Cross Insurance Arena 2025/2026 Budgets					

## **Requested Action:**

Approve the 2025/2026 Cross Insurance Arena Operational Budget, Capital Budget & Trustee Budget.

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Capital Budget – County Reserves & General Fund

Trustees Budget – County General Fund

**Attachments:** All three budgets

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Agenda Item Numb	oer:	Date on Agenda:	
Result			
Mover:	Seconder:		
Vote Tally:			
Vote Result:			
Roll Call Vote if Me	eeting Remotely:		
		Chair of Board, Date	

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# **Cumberland County CIA Trustees Budget**

	Adopted 2023/2024	Adopted 2024/2025	Proposed 2025/2026
Contract Administrator Officer			
Payroll Taxes & Benefits			
Parking			
Professional Services	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00
Board Meetings	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Office Supplies and Expenses			
Record storage/bld maint			
Employee Health Insurance			
Management Incentive Fees	\$ 95,000.00	\$ 98,000.00	\$ 120,000.00
<u>Insurances</u> Public Officials			
Package & Auto	\$ 92,000.00	\$ 95,000.00	\$ 135,000.00
Auto			
Crime			
Workers comp Unemployment			
All Insurance Costs			
Total	\$ 198,000	\$ 200,000	\$ 262,000



#### 2026 OPERATING BUDGET - NARRATIVE

I am pleased to present the proposed 2026 operating budget for the Cross Insurance Arena to our Board of Trustees. This budget outlines the financial strategy and key initiatives for the upcoming year, and I look forward to engaging in a thoughtful discussion regarding the plans and priorities that will guide our operations and ensure continued success.

Our team remains steadfast in its commitment to representing Cumberland County with excellence across every aspect of our operations. We take great pride in continuing to serve the community by providing top-tier events and experiences for both local residents and alike.

As we look ahead to 2026, our goal is to build on the strategic growth we've achieved in recent years. Our primary focus will be maximizing revenue from our current events while continuing to deliver exceptional experiences. In addition, we will explore new event opportunities that will help establish consistent, year-round bookings, supporting the long-term sustainability of the arena.

The team at Cross Insurance Arena is committed to crafting innovative and engaging events, while actively identifying and developing future talent. Together, we strive to build a dynamic and diverse calendar that meets the evolving needs of our community.

We are excited to present a budget that not only supports the continuation of high-quality events and seamless operations but also positions us for further growth. With this plan, we look forward to another year of success, continued engagement, and a dynamic calendar of events that will further elevate the Cross Insurance Arena's role as a key sports and entertainment hub for the region.

#### 2025 RECAP TO DATE

We began the current fiscal year with an ambitious capital project that, while temporarily affecting our ability to book events, offered a unique opportunity to significantly improve our facility. From the start of July through mid-August, operations were paused to accommodate the installation of a state-of-the-art Athletica glass and dasher system—one that is trusted by several NHL teams.

Though this upgrade created some short-term disruptions, it was a crucial step forward in enhancing both the functionality and layout of our facility. In addition to the new glass and dasher system, we took the opportunity to reposition the team benches, aligning them directly with the locker room hallways. This strategic modification created immediate benefits, particularly in terms of operational efficiency. The new bench placement ensures players now have quick and direct access to their locker rooms and medical treatment areas, fostering a more streamlined and responsive environment for both the athletes and the medical team.

When we reopened, we dove right into a packed schedule. We kicked things off on August 8th with a comedy show by Theo Von, followed by the popular Family Entertainment event, Jurassic Quest, from August 23 to 25. On September 25, the return of The Price is Right Live was a huge hit. We also introduced a new theater experience with The Book of Mormon on September 27 and 28, performing three shows over two days to rave reviews.

A standout addition to our calendar this year was the MaineHealth Leadership Conference, held on September 30. The event was a tremendous success, and we're thrilled to announce it will be returning this September. October brought the return of Hot Wheels, followed by a high-energy rock show from A Day to Remember on November 1st. We also hosted a sold-out Christian rock triple-header featuring TobyMac, MercyMe, and Zach Williams. This event was especially noteworthy as we were the only venue with fewer than 10,000 seats to host such a large-scale show, made possible by our new partnership with the promoter, Awakenings. On November 24, Nitro Circus joined our lineup. We capped off the year with two UMaine hockey games — Women's Hockey on December 14th and Men's Hockey on December 29th. To close out an exceptional year of events, Disney on Ice took the ice during the third week of December.

The new calendar year kicked off with the 1/18 Ice Racing event, followed by country star Parker McCollum on 1/31. On 2/1, we hosted our annual Portland on Tap, and on 2/14, the Harlem Globetrotters took the court. The remainder of February and early March featured our annual MPA basketball and hockey playoffs.

March 5th brought comedian Sebastian Maniscalco, followed by industry giant Kevin Hart on 3/15. On 3/28, we welcomed country star Brantley Gilbert, and on 3/29, we sold out with Gabriel "Fluffy" Iglesias.

From January to April, the Mariners played a central role in our event calendar, hosting 23 games that attracted impressive crowds and generated strong revenue as our tenant team. Food and beverage sales also saw a notable increase in both revenue and quality. As part of

our ongoing partnership with Native Maine, we were excited to debut a newly branded stand in the main lobby. This update included refreshed décor and the introduction of elevated food options, such as a premium cheeseburger, gourmet fries, and a variety of other enticing menu items.

As we wrap up our fiscal year, we are excited to host our annual college and high school graduation events, which will be held throughout May and June. These celebrations will culminate in the highly anticipated Coheed & Cambria/Mastodon rock show on May 28th, followed by our second annual Father's Day Boxing event on June 14th.

#### 2026 PROJECTED EVENT OPERATING INCOME

Our projected event mix for 2026 indicates an expected increase of \$174,536 in our Net Event Operating Income. This is based on the difference between last year's approved budget of \$2,023,666 and this year's projected budget of \$2,198,202. As with past budgets involving hosted events, forecasting additional shows that will be routed to Portland remains challenging. Variables such as show costs, ticket sales, and patron spending are difficult to predict. Given the significant impact these factors have on the venue's success, we continue to adopt a cautious approach. There is always the possibility of a show being canceled, rescheduled, or experiencing low attendance. While we make every effort to carefully research each event, sometimes the timing or target demographic does not align in a way that guarantees a profit.

#### 2026 PROJECTED OVERALL OPERATING INCOME

Our projected net operating income for the next fiscal year indicates a deficit of \$304,260, which reflects a slightly larger shortfall than the deficit of \$219,061 approved in the prior year. This increase of \$85,199 primarily arises from the ongoing uncertainty surrounding the events we are working diligently to secure and execute. While we remain optimistic, we are mindful of the need to carefully manage our event mix. As always, we strive to exceed projections particularly in a climate where the industry as a whole is still adjusting to the post-pandemic landscape. The significant surge in concerts following the pandemic has begun to stabilize, and this shift has contributed to a general downturn in the market. Given these factors, we are adopting a cautious and strategic approach to ensure we navigate the year effectively and position ourselves for long-term success.

#### 2026 EVENT FORECASTING

Forecasting the number of events for 2025/2026 is always an exciting and dynamic challenge. While we can confidently rely on our established annual events, we had originally secured plans for Cirque du Soliel to return with a brand-new show. This highly anticipated performance was confirmed (not announced) for a November 2025 run; however, due to production delays on their end, the show's debut has been postponed. While this shift introduces some uncertainty into our planning, it also opens up an opportunity to explore and secure new, innovative shows. This ensures that we can deliver an engaging lineup for the upcoming year, maintaining a strong, diverse offering for our audience.

#### 2026 PROJECTED ANCILLARY REVENUE

Ancillary revenue is expected to rise by \$49,979, growing from the previous year's budget of \$1.1 million to a projected \$1.2 million for next year. This increase is driven by an expanded range of services, higher demand for catering, and enhanced operational efficiencies.

Furthermore, we anticipate earning \$810,196 in other income next year, marking an increase of \$42,150 from the prior budget of \$774,718. This category includes a variety of revenue sources, such as sponsorships, naming rights, luxury suite rentals, club seat sales, ice rental fees, and ATM revenue, all of which contribute to the overall total.

#### **2026 INDIRECT EXPENSES**

Indirect expenses are projected to rise to \$3.31 million, an increase of \$295,213, compared to last year's budgeted amount of \$3.01 million. This increase is attributed to several key factors, including higher wage expenses, rising vendor costs, and escalating utility rates. Furthermore, the proposed 3.5% cost-of-living adjustment (COLA) for employees has contributed to the overall uptick in expenses.

It is also important to acknowledge the impact of broader economic trends on operational costs. Inflationary pressures have led to higher prices for goods and services, which are reflected in vendor contracts and utility rates. In response to these challenges, we are actively working to manage costs where feasible while maintaining a high level of service quality and employee satisfaction.

#### SUMMARY

In conclusion, our proposed budget reflects a well-considered strategy for both creative event development and financial responsibility. Through careful planning and the strategic allocation of resources, we are committed to creating a premier facility that will not only meet the needs of artists, athletes, and spectators but also drive economic growth and foster community engagement.

As the arena approaches its 50th year (March 3, 1977 was our 1<sup>st</sup> concert – ZZ Top), we remain dedicated to preserving its aesthetic appeal and ensuring its continued relevance and attractiveness, even as it shows the natural signs of age. We are working tirelessly to maintain its charm while modernizing its amenities, creating a welcoming and functional space for all who visit. This budget provides a detailed overview of our projected financial plans, encompassing a thorough analysis of expenses, revenue potential, and the broader societal benefits we aim to achieve.

We are confident in our ability to consistently deliver a venue that exceeds expectations, hosting events that appeal to all and drive continued interest in attending shows at our arena.

Thank you for reviewing our 2026 Budget. I welcome any questions and look forward to collaborating with you to bring our shared vision to life.

Sincerely,

Mike LoConte, GM

Mike Lo Conte

CROSS INSURANCE ARENA										
FISCAL YEAR 2026										
JULY-JUNE										
OPERATING BUDGET	_									
				40.140.171.10						
		40 MONITUO		12 MONTHS		2025-26 BUDGET VS		40 MONTHO		025-26 BUDGET VS
		12 MONTHS		ACTUAL	2	2024-25 PROJECTED		12 MONTHS		2024-25 BUDGET
		BUDGET		PROJECTED	Τ.	VARIANCE		BUDGET	_	COMPARISON
		FY 2025-26 JULY-JUNE		FY 2024-25 JULY-JUNE	'	FY 2026 VS FY 2025 FAV / (UNFAV)		FY 2024-25 JULY-JUNE	F	Y 2026 VS FY 2025 FAV / (UNFAV)
# OF EVENTS		100	_	101	_	(1)		100		0
TOTAL PAID		270,050		281,412		(11,362)		214,100		55,950
AVERAGE TICKET PRICE	\$	30.00	\$	26.73	\$		\$	28.75	\$	1.25
TOTAL GENERAL ATTENDANCE	Ψ	273,800	Ψ	239,297	Ψ	34,503	Ψ	255,275	Ψ	18,525
CONCESSION PER CAPS	\$	·	\$	12.00	•	•	Φ.	10.62	•	(0.23)
CATERING PER CAPS	\$	10.59	э \$	12.00	\$	,	\$	10.02	\$	(0.23)
NOVELTY PER CAPS	•									-
NOVELTY PER CAPS	\$	0.91	ф	0.37	ф	0.54	Ф	0.69	ф	0.22
RENTAL INCOME										
GROSS TICKET REVENUE	\$	8,101,400		7,523,247		578153	\$	6,155,927	\$	1,945,473
SPONSORSHIP REVENUE	\$	-	\$	-			\$	4,500		
OTHER REVENUE	\$	=	\$	-			\$	=		
NET REVENUE	\$	8,101,400	\$	7,523,247			\$	6,155,927		
TENANT CHARGES	\$	7,514,450		6,994,312	\$	520,138		5,548,077	\$	1,966,373
TENUTY OFFICES	Ψ	7,014,400	Ψ	0,004,012	Ψ	020,100	Ψ	0,040,077	Ψ	1,000,070
NET RENT INCOME	\$	586,950		528,935		58,015	\$	612,350	\$	(25,400)
NET SERVICE INCOME/(LOSS)	\$	(321,238)		(322,729)		1,491	\$	(385,427)	\$	64,189
DIRECT EVENT INCOME	\$	265,712	\$	206,206	\$	59,506	\$	226,923	\$	38,789
SUITE REVENUE	\$	12,650	\$	40.070	•	(5.000)	Φ.	40,000	•	(050)
SURCHARGE/FACILITY FEE	\$	482,745	Φ	18,273 455,104	φ	(5,623) 27,641		12,900 422,360	\$	(250) 60,385
TICKET CONVENIENCE FEES  TOTAL REVENUE	\$	233,694	Φ.	348,409	_	(114,715)		208,061	\$	25,633
TOTAL REVENUE	_\$	729,089	Ф	821,786	ф	(92,697)	Ф	643,321	Ф	85,768
ANCILLARY INCOME										
CONCESSION COMMISSIONS	\$	1,168,822	\$	1,139,537	\$	29,285	\$	1,119,714	\$	49,109
CATERING COMMISSIONS	\$	-	\$	-	\$	-	\$	-	\$	-
NOVELTY INCOME	\$	34,579	\$	103,554	\$	(68,975)	\$	33,708	\$	870
TOTAL ANCILLARY INCOME	\$	1,203,401	\$	1,243,091	\$	(39,690)	\$	1,153,422	\$	49,979
EVENT OPERATING INCOME	\$	2,198,202	\$	2,271,083	\$	(72,881)	\$	2,023,666	\$	174,536
OTHER INCOME										
ADVERTISING SPONSORS	\$	388,650	\$	371,744	\$	16,906	\$	349,500	\$	39,150
NAMING RIGHTS	\$	188,125	\$	188,125	\$	-	\$	188,125	\$	-
LUXURY SUITES/LOGES	\$	129,156	\$	128,984	\$	172	\$	146,156	\$	(17,000)
CLUB SEATS	\$	16,265	\$	15,337	\$	928	\$	22,938	\$	(6,673)
OTHER RENTALS/MISC INCOME	\$	88,000	\$	100,453	\$	(12,453)	\$	68,000	\$	20,000
ORDER FEE/FULLFILLMENT	\$	-	\$	<u>-</u>			\$			
TOTAL OTHER INCOME	\$	810,196	\$	804,643	\$	5,553	\$	774,718	\$	42,150
INDIRECT EXPENSES		3,312,658	\$	3,040,762	\$	271,896	\$	3,017,445	\$	295,213
	_ <del></del>	-,,0	•	.,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		.,,	•	
OTHER EXPENSES										
TOTAL OTHER EXPENSES										
NET OPERATING INCOME (DEFICIT)	\$	(304,260)	\$	34,964	\$	(339,224)	\$	(219,061)	\$	(78,526)

<u>EVENTS</u>	JULY	<u>AUGUST</u>	<u>SEPT</u>	<u>OCT</u>	NOV	DEC	<u>JAN</u>	<u>FEB</u>	<u>MARCH</u>	<u>APRIL</u>	MAY	<u>JUNE</u>	TOTALS
College Basketball													0
Hockey Regular Season				3	5	7	7	3	6	5			36
Hockey Post Season													0
Other Sports							2					1	3
College Hockey				1		1							2
High School Sports								4	2				6
Disney Shows					7								7
Misc Family							1						1
Cirque													0
MMA													0
WWE													0
Globetrotters								1					1
Major Concerts										1		1	2
Minor Concerts		1			2	1							4
WFC/LN 3 Way Net Split			1	2						1			4
Comedy Shows		1				1	1				1		4
MotorSports													0
Consumer Shows												4	4
Trade/Conventions			4						3	2			9
Banquets													0
Religious											3		3
Graduations											6	5	11
Community													0
Broadway Series											3		3
Other Conventions													0
ĺ				-		· 1				1			
TOTALS	0	2	5	6	14	10	11	8	11	9	13	11	100

#### CROSS INSURANCE ARENA BOX OFFICE FISCAL YEAR 2026

ACCOUNT TITLE	GL#	ACCOUNT DESCRIPTION	ITEMIZED EXPENDITURES	AMOUNT	BUDGET
SALARIES ADMINISTRATIVE	5090-5910-430	SALARIES	Box Office Manager		
			Box Office Assistant Manager		
DART TIME WAS ES					121,774
PART TIME WAGES	5090-6030-430	PT BOX OFFICE LABOR	Wages	40,000	
			Taxes		
DANGELL ALLOCATED TO EVENTO				(00.000)	40,000
PAYROLL ALLOCATED TO EVENTS	5090-7290-430		Labor and tax costs allocated to events	(20,000)	
					(00.000)
PAYROLL TAXES			SS		(20,000)
	5110-5460-430	EMPLOYER PAYROLL TAXES	MEDICARE		
			ME Unemployment Tax FUTA	10.609	
			Part-time	3,600	14,209
SUPPLIES	5250-7090-430	SUPPLIES	New chairs, signage, printers		
	0200 . 000 . 00		item ename, eignage, printere	1,000	
MEETINGS/CONVENTIONS/TRAININ	IG	CONFERENCES & SEMINARS ATTENDED BY			1,000
	5140-6860-430	STAFF	PacNet or Marketing Conference (Manager)	1,500	
			Local/web based trainings	500	
					2,000
ARMORED CAR SERVICE	5250-6750-430	ARMORED CAR SERVICES-LOOMIS	Pick-up of deposits & delivery of cash	2,000	
		, www. 122	. Took up or deposite a demony or edon	2,000	2,000
CREDIT CARD FEES	5250-7120-430	CREDIT CARD PROCESSING FEES	Credit card fees not charged back to events	500	
	0200 / 120 100	CALSTI GAME I REGLEGATE I LLG	eredit ourd root flet sharged back to evertic		
TELEPHONE	5250-7020-430	TELEPHONE SERVICE			500
-==:::::	0200 . 020 . 00	. ===	Cell Phones	650	
					650
PRINTING					
	5250-7000-430	MISCELLANEOUS PRINTING COSTS	Phone Order Forms and envelopes	500	
			. Hone Grass I drine and discoped		
					500
EMPLOYEE BENEFITS					300
	5100-6060-430	HEALTH/LIFE/DENTAL INSURANCE & 401K	Medical Dental		
			Vision		
			Life AD&D		
			LTD		
	5110-1130-430		401k ESPP (Stock option)		6,410
			HMS		
TOTAL BOY OFFICE EXPENSE					51,859
TOTAL BOX OFFICE EXPENSE					\$220,902

#### CROSS INSURANCE ARENA FOOD AND BEVERAGE FISCAL YEAR 2026

ACCOUNT TITLE	ACCOUNT DESCRIPTION	ITEMIZED EXPENDITURES	AMOUNT	TOTAL
SALARIES 5090-5910-420	ALL FULL-TIME EMPLOYEES SALARIES BOTH HOURLY AND SALARIED	Director of F&B Catering /Premium Services Mgr	85,094 50,000	
		TOTAL		135,094
EMPLOYEE INCENTIVE COMP	EMPLOYEE INCENTIVES	Annual Incentive Compensation	8,509	·
PART-TIME WAGES 5090-6030-420	ALL PART-TIME EMPLOYEES SALARIES	P-T Wages and Tips - Concesssions	422,970	8,509
		TOTAL		422,970
TEMPORARY LABOR (Non-Profits) 5090-6160-420	TEMP LABOR SERVICES NOT FOR PROFIT GROUPS	Contracted Labor/NFP'S	240,000	240,000
ALLOCATION OF EVENT LABOR 5090-7290-420	PART-TIME, TEMPORARY AND CONTRACT LABOR USED FOR SPECIFIC EVENTS	TOTAL PT Catering Allocation PT Concessions Allocation	(625,000)	240,000
		TOTAL		(625,000)
EMPLOYEE BENEFITS 5100-6060-420	INCLUDES INSURANCE, EAP, HEALTH ADVOCATE, ESPP, 401K, FLEX SPENDING PLAN	EMPLOYEE BENEFITS Health Dental Vision Life Insurance ADD& Vol LTD STD SUB-TOTAL	30,367 774 424 125 1,064 230 89	33,073
5110-1130-420	401K CONTRIBUTIONS	Full-time Part-time SUB-TOTAL	7,180 500	7,680
P/R TAXES		TOTAL		40,753
5110-5460-420	FICA, MEDICARE, STATE UNEMPL, FED UNEMPL	FT Wages PT wages	11,787 38,067	
		TOTAL		49,855
F&B OVERHEAD 5190-6670-420 5250-7120-420 5250-6720-420 5250-6880-420 5170-6490-420 5130-6180-420 5140-6860-420 5140-6860-420 5250-6800-420 5210-6745-420 5250-7020-420 5250-7070-420 5250-6810-420	INDIRECT EXPENSES FOR F&B	Cash Register System Subscription Credit Card fees Paper Supplies Dues & Subscriptions Licenses & Permits Travel & Entertainment Training Meetings & Conferences Advertising (Personnel) Repairs & Maintenance Cell phone Expense Uniforms/Laundry Minor Equipment	30,000 75,000 5,000 250 1,050 100 250 250 200 25,000 1,300 7,000 2,000	
		TOTAL		147,400
	TOTAL FOOD & BEVERAGE EXPENSE			\$419,581

#### CROSS INSURANCE ARENA CORPORATE SALES/PREMIUM SERVICES INCOME FISCAL YEAR 2026

ACCOUNT TITLE	MAS-100	ACCOUNT DESCRIPTION	ITEMIZED EXPENDITURES	AMOUNT	BUDGET
ADVERTISING					
	4210-3930-000	REVENUE EARNED ON ADVERTISING SPONSORS	Arena Share of Advertising/ Sponsorship	550,000	
			Less: Commission and Expenses Less: Team Share Static Signage	(119,350) (42,000)	
					388,650
NAMING RIGHTS	4210-3920-000	NAMING RIGHTS	Less Commissions and Expenses	215,000 (26,875)	
					188,125
TOWER SUITES	4220-4060-000	TOWER & LOGE	6 X \$35000	210,000	
			Less Ticket Revenue Due Tenants (72 Seats X \$20 X 36 Gms)	(51,840)	
			Less Commissions and Expenses	(34,004)	
			Bunker Suite Revenue from Mariners	5,000	129,156
CLUB SEATS-PSL					120,100
	4220-4070-000	PSL REVENUE # OF CLUB SEAT LIC	326 available Prolific (40 X \$168)	6,720	
		SHARE		14,000	
			Less Commissions and Expenses	(4,455)	16,265
OTHER RENTAL O					,
OTHER RENTALS	4240-4110-000	OTHER REVENUE	Ice Rentals	20,000	
				-	
					20,000
FULLFILLMENT FEE INCOME	4280-4460-000	RESALE REVENUES	Ticketmaster	61,000	
	4200-4400-000			01,000	
		HANDLING FEES	Secondary Box office services		
					61,000
MISCELLANEOUS	4280-4680-000		ATM Fees	3,000	
			Recycling/Parking	4,000	
TOTAL OTHER INCOME					7,000 <b>\$810,196</b>

#### CROSS INSURANCE ARENA EVENT SERVICES FISCAL YEAR 2026

BUDWEISER EVENTS CENTER
BUDGET EST ACCOUNT TITLE SALARIES ADMINISTRATIVE GL# ACCOUNT DESCRIPTION ITEMIZED EXPENDITURES AMOUNT BUDGET 2013 2014 SALARIES OF ADMINISTRATIVE STAFF 5090-5910-160 Assistant General Manager 93,150 56.925 Event Manager 67,275 Production Manager 217,350 44,000 42,094 AGM INCENTIVE COMP 5090-5450-160 AGM INCENTIVE COMP 9,315 2,800 2,500 SALARIES PART TIME 5090-6030-160 Part-Time Event Labor - Not Charged to Events Part-Time Event Labor - Charged to Events Part-Time Event Labor - Charged to Events PR Taxes Charged to events 840.000 (842,000) (58,000) ALLOCATED TO EVENTS 5090-7290-160 (60,000) 2,800 2,500 PAYROLL TAXES EMPLOYER PAYROLL TAXES FOR ENTIRE STAFF 5110-5460-160 Medicare ME Unemployment Tax FUTA Full-time 18,542 Part-time 73,080 91,622 3,899 3,601 UNIFORMS & LAUNDRY Uniforms (Event, Security & Parking Staff) 1,000 5250-7070-160 UNIFORMS PART-TIME STAFF Jackets Laundry 1,000 3,700 3,333 MEETINGS/CONVENTIONS/TRAINING CONFERENCES ATTENDED BY STAFF 2,000 1,000 150 5140-6860-160 Crowd Management Training HYD Annual Training for PT staff 7,750 5,673 3,150 Meals w/promoters DUES & SUBSCRIPTIONS DUES & SUBSCRIPTIONS 5250-6880-160 8,000 1,200 Event Boooking 675 570 TELEPHONE 5250-7020-160 TELEPHONE SERVICE Cell Phones 0 1,200 1,066 SUPPLIES/SERVICES 5250-7090-160 EVENT SUPPLIES/SERVICES Flashlights and other Supplies Metal Detectors Maintenance 8,500 Radio Repair Video Board Maintenance 5250-7090-160 Medical Room Oxygen and Supplies 8,500 73,465 73,465 ARENA SECURITY SYSTEMS Surveillance, monitoring, access control, fire suppression, etc. Camera & Metal detector maintenance 6,750 5250-5870-160 150 100 EMPLOYEE BENEFITS 5100-6060-160 HEALTH/LIFE/DENTAL INSURANCE & 401K Medical Dental Vision Life AD&D LTD 401K 5110-1130-160 11,333 10,170 6,711 148,559 139,646 87,910 **386,131** TOTAL EVENT SERVICES

FOR COMPARISON PURPOSES ONLY

#### CROSS INSURANCE ARENA EXECUTIVE FISCAL YEAR 2026

ACCOUNT TITLE	GL#	ACCOUNT DESCRIPTION	ITEMIZED EXPENDITURES	AMOUNT	BUDGET
SALARIES ADMINISTRATIVE	5090-5910-100	SALARIES OF ADMINISTRATIVE STAFF	GM	129,913	
		OND THE OF ADMINISTRATIVE STAFF			
	5090-6030-100		Admin Asst (PTE)	23,000	
GM INCENTIVE COMP	+				152,913
	5090-6000-100		Annual Incentive Compensation		
					25,983
PAYROLL TAXES	E110 E160 100	EMPLOYED DAYBOLL TAYES			,
	5110-5460-100	EMPLOYER PAYROLL TAXES	ss medicare		
			ME Unemployment Tax		
			Futa		
TRAVEL & ENTERTAINMENT					12,169
TRAVEL & ENTERTAINMENT	5130-6180-100	TRAVEL	Corporate support	3,000	
			SVP Trips		
		ENTERTAINMENT	Meals & Entertainment	2,000	
			Weals & Entertainment	2,000	5,000
MEETINGS/CONVENTIONS/TRA	AINING   5140-6860-100	CONFERENCES & SEMINARS			
	0110 0000 100	SOLIT ELICENSES & SELVIN VILLE	Pollstar	-	
			IEBA	2,000	
			Global GM Conference	-	2 222
DUES & SUBSCRIPTIONS					2,000
	5250-6880-100	SUBSCRIPTIONS			
		DUES & MEMBERSHIPS	Chamber of Commerce	450	
		DUES & MEMBERSHIPS	Visit Portland	1,350	
					1,800
CUSTOMER RELATONS					1,000
	5250-7340-100	Gift for Customer Relations	Gifts, Misc	250	
TELEPHONE					
	5250-7020-100		OFFICE PHONE, CELL PHONE	650	
					650
EMPLOYEE BENEFITS	5100-6060-100	HEALTH/LIFE/DENTAL INSURANCE & 401K	Medical		
			Dental		
			Vision Life		
			AD&D		
	5110-1130-100		LTD 401-K	8,945	
			HMS		
			ESPP (Stock Option)	18,521	27,466
TOTAL EXECUTIVE EXPENSE					\$228,231

#### CROSS INSURANCE ARENA FINANCE AND INFORMATION TECHNOLOGY FISCAL YEAR 2026

ACCOUNT TITLE	GL#	ACCOUNT DESCRIPTION	ITEMIZED EXPENDITURES	AMOUNT	BUDGET
SALARIES ADMINISTRATIVE	5090-5910-	SALARIES	Director of Finance	128,210	
				_	128,210
FINANCE DIRECTOR INCENTIVE		EMPLOYEE INCENTIVE	Annual Incentive Compensation		
PAYROLL TAXES	5110-5460-	EMPLOYER PAYROLL TAXES	SS MEDICARE ME Unemployment Tax FUTA		12,821
CORPORATE SUPPORT					9,700
	5130-6180-	TRAVEL & HOTEL	Travel Expenses for Finance Corporate staff	500	500
MEETINGS/CONVENTIONS/TRA DUES		CONFERENCES & SEMINARS	Annual Conference Misc Finance/Payroll Workshops Memberships and Dues	1,500 500 800	500
					2,800
RECRUITING EXPENSES	5250-6800-	CSS BACKGROUND CHECKS	Background checks for new hires	750	,
TELEPHONE	50-7020-	TELEPHONE SERVICE	Cell Phones (\$50 per month)	0	750
PAYROLL PROCESSING AND IT	SUBBORT				0
PATROLL PROCESSING AND IT		SOFTWARE COSTS	Cost of Using Payroll services Annual W2 Form Processing Fee LLB Group Phone Support Corp IT Support Network Accounts Netsuite/Coupa Office 365 Cloud Service Local IT Support/Security	29,300 1,750 800 12,000 15,000 1,600 6,600 3,000	
					70,050
EMPLOYEE BENEFITS	5100-6060-	HEALTH/LIFE/DENTAL INSURANCE & 401K	Medical Dental Vision Life AD&D		
	5110-1130-	  130 	LTD 401-K Company Match ESPP (Stock option) HMS		7,052
TOTAL FINANCE EXPENSE					10,104 <b>\$241,986</b>

#### CROSS INSURANCE ARENA MARKETING/GROUP SALES FISCAL YEAR 2026

Marketing Dept. # 210 Group Sales Dept # 245

ACCOUNT TITLE	GL#	ACCOUNT DESCRIPTION	ITEMIZED EXPENDITURES	AMOUNT	BUDGET
SALARIES ADMINISTRATIVE	5090-5910-210	SALARIES OF ADMINISTRATIVE STAFF	Director of Marketing	78,736	
	5090-5910-245		Sales Manager- Groups	56,955	
MARKETING DIRECTOR INCENTIVE CO	)MP				135,690
	5090-6000-210		Annual Incentive Compensation		7,874
PAYROLL TAXES	E110 E160 210	EMPLOYER RAYROLL TAYES	SS		7,014
	5110-5460-210	EMPLOYER PAYROLL TAXES	Medicare		
	5110-5460-245		ME Unemployment Tax FUTA		
TRAVEL & ENTERTAINMENT					11,784
	5130-6180-210	ENTERTAINMENT & MILEAGE	Marketing Staff Meetings	200	
			Entertainment	200	
			Poster/Flyer/Ticket Mileage	300	700
MEETINGS/CONVENTIONS/TRAINING	5130-6180-210	CONFERENCES & SEMINARS ATTENDED			
	5130-6860-210 5140-6860-210		OVG Training/Visitors OVG Marketing Annual Conference Hotel and Air	250 4,000	
	3140-0000-210		Local Conferences/Meetings	750	
DUES & SUBSCRIPTIONS					5,000
	5250-6880-210	MEMBERSHIP DUES & PUBLICATIONS US	Pollstar Hootsuite	1,000 1,850	
		BY STAFF	Placer Al platform Salesforce Software	1,750 1,750	
			Canva	250	6,600
PRINTING	5250-7000-210	MISCELLANEOUS PRINTING COSTS	Flyers for Rentals	100	
	5250-7000-245		Genral information brochures Banners/Signs	100 100	
	0200 7000 210		Annual Report	120	
			Photoshop CS6 Suite	1,080	1,500
TELEPHONE	5250-7020-210 5250-7020-245	TELEPHONE EXPENSEE	Cell Phones Group nSales	650 650	
			·		1,300
CUSTOMER RELATIONS-MARKETING	5050 7040 040	CLIENT & CLICTOMED DELATIONS	Described House (Described Ciffs Discuss)	250	1,000
	5250-7340-210	CLIENT & CUSTOMER RELATIONS	Promotional Items (Pens, Artist Gifts, Plaques) Tenant Event Tabling, Full-time staff uniforms	250 250	
					500
CUSTOMER RELATIONS-GROUP SALE	S 5250-7340-245	GROUP SALES CLIENT RELATIONS	litems to promote Group Sales	150	
	0200-7040-240	ONCOL GALLO GLIENT NELATIONS	incins to promote Group Gales	130	
					150
INSTITUTIONAL/EVENT ADVERTISING		ADVERTISING NON RELATED TO EVENTS			
	5180-6600-210		Concert Venue Directory	1,500	
			Web Hosting Venue Advertisements - Interior Signage	7,800 2,300	
			Venue Advertisements - Promotions at other local e Survey Monkey	2,000 400	14,000
EMPLOYEE BENEFITS		HEALTH/LIFE/DENTAL INSURANCE & 401F			
	E400 6000 040		Dental		
	5100-6060-210		Vision Life		
	5100-6060-245		AD&D LTD		
	5110-1130-210 5110-1130-245		401k		7,178
	3110-1130-245				34,270
TOTAL MARKETING EXPENSE					\$226,546

		CROSS INSURANCE ARENA OPERATIONS FISCAL YEAR 2026				MPARISON WEISER EN BUDGET	/ENTS CE
ACCOUNT TITLE	GL#	ACCOUNT DESCRIPTION	ITEMIZED EXPENDITURES	AMOUNT	BUDGET	2014	FY 2013
SALARIES ADMINISTRATIVE	5090-5910-330	SALARIES OF ADMINISTRATIVE STAFF	Director of Operations Operations Manager Operations Assistant	88,577 57,846 50,000			
OPERATIONS DIRECTOR INCENTIVE COMP	6003-085-00		Annual Incentive Compensation		196,424	229,132	
PART TIME	5090-6030-330		Part-Time Event Labor	150,000	8,858	5,923	5,946
STAFFING BILL BACKS					150,000	31,000	31,145
	5090-7290-330		Part-time Labor Charged back to events	(100,000)	(100,000)		
PAYROLL TAXES	5110-5460-330	EMPLOYER PAYROLL TAXES FOR ENTIRE STAFF Full - Time and Part-time	SS Medicare Unemployment Tax FUTA				
REPAIRS AND MAINTENANCE		BUILDING REPAIRS & MAINTENANCE			39,406	20,834	21,131
	5210-4750-330		Repairs	45,000			
	5210-6745-330		Maintenance	45,000			
ICE/HOCKEY EXPENSE	5250-6780-330 5210-6745-330	SERVICE AGREEMENTS	Ice Maintenance - AAA Energy Zamboni Expense Ice Paint (Jet Ice White and Lines) Hockey Specific	35,000 2,500 6,500	90,000	82,446	71,774
BUILDING SUPPLIES			, ,		44,000		
BUILDING SUFFLIES	5250-7090-330	BUILDING SUPPLIES	General Building Supplies Tools, nails, etc.	28,000			
JANITORIAL	5250-6730-330	NON-EVENT RELATED SERVICES & SUPPLIES	Janitorial Service (non event) Unifirst	40,000	28,000	31,286	
UNIFORMS & LAUNDRY	5250-7070-330	UNIFORMS PART-TIME STAFF	Operations Department Shirts/Hats/Jackets	750	40,000	22,200	20,432
TRASH REMOVAL	5250-7280-330		Waste - Compactor	24,000	750	2,000	1,731
CONTRACTUAL SERVICES					24,000	11,550	9,500
	5250-6790-330 5250-7320-330 5210-7240-330 5210-7240-330		Exterminating contract Snow Removal Elevator Maintenance Other Lift Rental	3,600 250 16,500 5,000	25,350	11,500	11,500
DUES AND SUPSCRIPTIONS	5250-6880-330	MEMBERSHIP	Ice Rink Association	250	250	1,300	
MEETINGS/CONVENTIONS/TRAINING	5140-6860-330	CONFERENCES ATTENDED BY STAFF	Local Training	500	500	8,500 2,950	3,800 4,875
TELEPHONE	5250-7020-330	TELEPHONE SERVICE	Cell Phones Replacement Phones	650			
NSPECTIONS,LICENSES AND PERMITS	5210-6745-330		Sprinklers, Fire System, Elevators and Escalators Inspections	4,000 1,500	5,500	7,000 6,450	5,173
EMPLOYEE BENEFITS	5100-6060-330	HEALTH/LIFE/DENTAL INSURANCE & 401K	Medical Dental Vision Life		5,500	0,400	5,000
	5110-1130-330		Life AD&D LTD 401-K HSA	10,264			
TOTAL FACILITY OPERATIONS				80,346	90,611 <b>644,298</b>	89,487 <b>892,880</b>	

#### CROSS INSURANCE ARENA OVERHEAD BURDEN FISCAL YEAR 2026

ACCOUNT TITLE	Account	ACCOUNT DESCRIPTION	ITEMIZED EXPENDITURES	AMOUNT	BUDGET
EQUIPMENT LEASE EXPENSE	5250-6740-440	RENTAL COSTS OF COPIERS, FAXES, DUPLICATOR, ETC.	Copiers/Fax with TRADE deal (\$850 x 12)	10,500	
POSTAGE	5250-6980-440	POSTAGE, OVERNIGHT DELIVERIES	First Class Mail (not charged to other departments )	2,500	10,500
LICENSES & PERMITS	5170-6490-440		City Entertainment License BMI/Sesac/AGR Licenses	3,000 4,500	2,500
PARKING	5250-6710-440		Staff Parking (15 X \$170 X 12) Board and guest validations	30,600 4,000	7,500
INSURANCE EXPENSE	5160-6460-440	COST OF INSURANCE POLICIES	LIABILITY General/Excess Liability (Term July - June) Cyber Professional Liability AUTO CRIME (Apr-Mar) WORKERS' COMPENSATION (JUL-JUN) Employment Practices Pollution Liability	90,000 750 6,100 350 1,200 60,000 3,250 354	34,600
Truck-Gas/Maintenance	5250-7030-440	Repairs/Maintenance for Company Vehicles	Gas Repairs/Maintenance	150 600	
CONTRACTED SERVICES	5150-6350-440		Professional Services	500	750
OFFICE SUPPLIES	5250-6970-440		General Office Supplies Copier/Fax Supplies Toner Paper supplies	7,500	7.500
TELEPHONE/INTERNET/AV	5250-3880-440	TELEPHONE EXPENSE VIDEO INTERNET	Cost of telephones not charged to other dept. Video Services Building Internet	25,000 5,100 18,000	7,500
UTILITIES	5200-2300-440	UTILITY COST FOR THE BUILDING	Electricity Water/Sewer Gas City of Portland Drainage Fees	350,000 25,000 150,000 7,000	48,100
MANAGEMENT FEE	5250-6960-440		Management Fee paid monthly:	129,029	532,000
TOTAL OVERHEAD					129,029 <b>\$934,983</b>

Funding Year			Funding Mechanism	Improvement Description		
2025/2026	\$	100,000	Reserves	Locker Rooms - Showers/Dressing Rooms - all units - Official's room, Locker rooms 1 - 8, Mariners showers - new plumbing and fixtures - demo/rework pipes off feeder wall - new stalls/units - 100% rubber flooring not tile		
2025/2026	\$	20,000	Reserves	Overhead rolling zamboni tunnel door - no more parts for it.		
2025/2026	\$	12,000	Reserves	Desktop computers (16) - all staff		
2025/2026	\$	28,000	Reserves	All Exterior Doors - Thresholds - 22k - 28k		
2025/2026	\$	18,500	Reserves	Broadcast Room - AC Installation - remove existing unit and put commercial grade air conditioning in the broadcast room to keep roughly \$500K worth of equipment room temp		
2025/2026	\$	10,000	Reserves	Surveillance/Alarm/Door System - replace command center servers to start - whole system needs to be replace at some point (\$125,000) - I'd like to go with a different company. Servers are dying. This will keep us running another 1 to 2 years with current vendor. Norris/Minuteman		
2025/2026	\$	10,500	Reserves	Lighting Control Upgrade - RGB's failing		
2025/2026	\$	12,500	Reserves	Video Control System for TV's - menu's, upcoming events, etcnetwork and install a		
2025/2026	\$	8,000	Reserves	server/software to remotely program all arena non broadcasting TV's  Portable Bars - (sell/auction existing bars and buy portable and upgraded bars for commerical use, taps, kegs) apprx \$4K EA - part of upgrades?		
2025/2026	\$	8,000	Reserves	Hockey Net Winches - 2 heavy duty commercial grade winches - professional controller mechanism (potentially 2) - all connections and wiring		
2025/2026	\$	50,000	Reserves	NEXT Arena Speakers - Phased Improvements		
2025/2026	\$	10,000	Reserves	Club Blinds (if open glass looks good, leave as is)		
Total	\$	287,500		2025/2026 Capital Needs Proposed		
2026/2027						
2026/2027	\$	11,000	Surplus from 25/26	HVAC control upgrade/integrate all components		
2026/2027	\$	175,000	Retired Bond	Ice Deck - current hazard (auction old deck)		
2026/2027	φ \$	25,000		Roof resurfacing - low roof only - BOH - 25k		
2026/2027	\$	125,000	2020/2021 budget	AC Chiller - New Compressor - 125k		
Total	\$	325,000				
Future		-	0 1011 5 1			
2027/2028	\$	225,000	General Oblig Bond	Portable Stage - with ADA ramp - 4 sets of 6' stairs		
2027/2028	\$	32,000		Spot Lights - max of 8 - 16k EA - we don't need to order all 8. If we can start with 2 primary spots it would help		
2027/2028		TBD		Suite furniture + hall of fame furniture + refridgerators		
2028/2029	\$	300,000	General Oblig Bond	2009 Zamboni (Hannaford) 15 - 20 year life		
2029/2030		TBD	General Oblig Bond	Bowl Floor - new concrete floor/cold floor - \$2MM		
2032/2033		1.8MM	General Oblig Bond	Scoreboard & Broadcast System		
2033/2024	\$	300,000	General Oblig Bond	2014 Zamboni (Lone Pine) 15 - 20 year life		
TBD		TBD		Brine Pump - Ask Triple AAA for their professional opinion on what's needed now and in		
				the future		
TBD		TBD		Center ice suite conversion - artist green room - need to discuss		



# **Cumberland County**

142 Federal St Portland, ME 04101

# **Position Paper**

File #: 25-054 Agenda Date: 5/19/2025

## **Request For Agenda Item:**

To Enter into Executive Session in accordance with Title 1 M.R.S.A. §405(6)(D) for the discussion of labor contracts between Cumberland County and the Cumberland County Communications Association as well as the Teamster Law Enforcement Union.

## **Background and Purpose of Request:**

County staff will review the status of negotiations and wage and benefits proposals from the Cumberland County Communications Association and the Teamsters Law Enforcement Union for consideration and guidance.



TO:	Board of County Commissioners		
FROM:	Amy Jennings, Human Resources Director		
DATE:	May 14, 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 Cumberland County Communications Association and the Teamster Law Enforcement Union.

## **Background & Purpose of Request:**

County staff to review the status of negotiations and wage and benefits proposals from the Cumberland County Communications Association and the Teamsters Law Enforcement Unionfor consideration and guidance.

## **Funding Amount and Source:**

## **Effective Date:**

#### **Attachments:**

(Please list out any Attachments you're including)

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