

Cumberland County

27 Northport Dr
Portland, ME 04103



Agenda - Final-Amended

Tuesday, February 17, 2026

5:30 PM

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

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

Board of Commissioners

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

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

CALL TO ORDER

ATTENDANCE

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

[CD 26-004](#) Approval of the minutes, January 5, 2026, meeting of the Board of Commissioners

Attachments: [Meeting Minutes January 5 2026](#)

[CD 26-005](#) Approval of the minutes, January 20, 2026, meeting of the Board of Commissioners

Attachments: [Meeting Minutes January 20 2026](#)

INFORMATIONAL REPORT/PRESENTATIONS

[CD 26-006](#) Informational Report FY26 Budget vs Actual Expenses Q2

Attachments: [FY26 2ND QUARTER BUDGET VS ACTUAL THRU DEC25](#)

COMMENTS FROM THE PUBLIC

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

CONSENT AGENDA

[26-010](#) Sheriff's Office Commissions December 12, 2025 through January 31, 2026

Attachments: [Commissions Memo 02-03-26](#)

[26-011](#) Appoint Chair Patti Smith as the Commissioners appointee for the review and sign-off of the County's weekly warrants for calendar year 2026.

Attachments: [PP - Warrant Signature](#)

[26-012](#) Authorization of the County Manager to execute a purchase agreement with Metro for discounted transit passes for the Mobility, Access, and Transportation (MATI) project.

Attachments: [PP on Purchase agreement with METRO 2.11.26](#)
[METRO COUNTY MATI Pass Purchase Agreement 2026-27](#)

[26-013](#) Authorization to accept Maine Department of Drug Enforcement Agency (MDEA) US currency asset seizure disbursement check

Attachments: [Position Paper MDEA Seizure](#)

NEW BUSINESS

[26-014](#) Authorization for the County Manager to enter into a contract amendment between Cumberland County and Maine Public Employees Retirement System effective June 1, 2026 to change its plan offered to eligible Corrections Employees to Special Plan 3C for future service only as outlined and negotiated in the current NCEU and Teamsters Contracts.

Attachments: [Order MainePers Plan Transfer Feb 2026](#)

[26-015](#) Authorize the County Manager to sign the Pharmacy Services Agreement between Westwood Pharmacy and Cumberland County for services provided at the Jail.

Attachments: [PP - Westwood Pharmacy Contract Feb 2027](#)
[Signed PharmacyServicesAgreement02-06-26](#)

[26-016](#) Approve the Jail Medical Services Agreement between CFG Medical and Cumberland County for medical services provided at the Jail.

Attachments: [PP - CFG Medical Contract Feb 2027](#)

COMMENTS FROM THE EXECUTIVE STAFF

COMMENTS FROM THE COUNTY MANAGER

COMMENTS FROM THE COUNTY COMMISSIONERS

Next Meeting: Monday, March 16, 2026

ADJOURNMENT

The Board of Commissioners Workshop will immediately follow the meeting.



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: CD 26-004

Agenda Date: 2/17/2026

Title:

Approval of the minutes, January 5, 2026, meeting of the Board of Commissioners

Background and Purpose of Request:

Review and approve the attached minutes.

Staff Contact: Katharine Cahoon, Executive Dept

APPROVED. The motion carried by the following vote:

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

No: 0

APPROVAL OF THE MINUTES

[CD 26-001](#) Approval of the minutes, December 15, 2025, meeting of the Board of Commissioners

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

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

No: 0

INFORMATIONAL REPORT/PRESENTATIONS

[CD 26-003](#) Informational Presentation - District Attorney Discussion of Restorative Justice in Cumberland County

District Attorney Jacqueline Sartoris (DA Sartoris) gave some background on Restorative Justice (RJ). Under former District Attorney Jonathan Sarbeck, they made the decision to move misdemeanor cases toward RJ to address case backlogs. The initial RJ approach involved contracts with two restorative justice practitioners for a three-year period. Upon taking office, current District Attorney Sartoris continued the contracts for the first year but noted that one of the two contracts was not performing well. The office sought to continue and grow the RJ work, continuing the contract with Fred Van Liew of Van Liew Associates, a former prosecutor from Iowa. A pilot project was conducted over the last year. A maximum of 144 cases, average of 12 a month, were handled through RJ. To make the program self-sustaining and expand it beyond the \$40,000 annual county expenditure, a defendant fee was introduced at \$150 per session and \$30 for those who qualify for court-appointed attorneys. Based on the pilot, DA Sartoris projected 80% of defendants to pay the full price, and the county will subsidize the remaining 20%. DA Sartoris explained that her office worked to generate interest for community surrogates. They held 14 -16 meetings, resulting in an interest from over 50 people to undergo training. The program has also been handling serious cases, including manslaughter, with the assistance of Fred Van Liew. DA Sartoris stated that a Request for Proposals (RFP) for restorative justice practitioners is expected to be released this week and will be posted on the county's website. The RFP will seek to formalize the program as a continuous service to meet the need of an estimated 1,000 cases a year for Cumberland County. It will also establish a succession plan to reduce dependence on a single practitioner. The RFP will be responsive to the need for both misdemeanor and serious cases.

Commissioner Smith asked about the timing of the RFP. DA Sartoris explained that she expects to return in March. She added that in the consent agenda tonight, there is a continuing contract for the serious cases until the RFP is awarded.

This Presentation was PRESENTED.

[CD 26-002](#) Maine Pretrial Information Presentation

Jail Major Tim Kortez introduced their partnering agency, Maine Pre-Trial Services and its Executive Director, Elizabeth Simone. Director Simone introduced herself and her colleagues, Katherine Wakefield, Finance Director; Elizabeth Howell, Director of Pre-Trial Services for the organization across the state of Maine; and Matthew Taggart who operates domestic violence and electronic monitoring work. Director Simone explained the history and mission, the program was established in the 1970s in Portland as the Cumberland County Bail Project. That changed in 1984 under its current 501c3 structure as Maine Pre-Trial Services. Its mission is committed to providing case management, supportive services, and resource connections to people involved in civil and criminal legal systems in Maine. She noted that civil work does not happen in Cumberland County, only the county-paid services were the focus.

She explained that the programming provides objective, comprehensive information to the court, prosecution, and defense for each in-custody person. They offer monitoring people in the community, staff are not law enforcement; they partner for bail checks. They focus on trying to reduce recidivism and promote appearance, the two main factors in the bail code, by connecting people to resources. The Maine Pre-Trial Services is the only accredited pre-trial service provider in the state, and one of 11 organizations in the country. She gave an overview of specializations that are offered which include re-entry services, substance use disorder and mental health, the mental health docket, residential treatment coordination, court presentations, and domestic violence/electronic monitoring. She gave an overview of what a day for staff looks like, it starts at the jail every morning, performing independent verification (not self-report), going to court, executing contracts, and providing community support from their Elm Street office in the Bayside area. Their business practice is rooted in the law, constitutional guarantees, and evidence-based practices. The two main components in the Maine Bail Code that align with national standards are reducing rearrests while out on bail and ensuring people show up for court. The number of people served for Pre-Trial Release included 711 people in 2024. The number of Bed Days saved in the county jail were almost 89,000 days in 2024, which is the number of days pre-trial defendants were out on their program. She noted that approximately 90% of people released show up for court and are not rearrested for any crime. The agency reports all minor violations to the court. For their Bail Follow-up Protocol, 2,619 people were followed up on when they were unable to meet their bail. The protocol for following up with people in jail is at 48 hours, 72 hours, one week, two weeks, and one month. They offer a resource hub in their lobby, providing items like Narcan, wound care, and masks.

Matthew Taggart, Domestic Violence Specialist, gave an overview of the development and creation of his position. The DV Specialist position was created in 1999 via the Violence Intervention Partnership Grant, funded by the Office of Violence Against Women (OBVW). Cumberland County began funding 50% of the position, with the remaining funding from the Violence Prevention Partnership. The electronic monitoring program began in 2015. In 2019, pre-trial and partnering community advocates Through These Doors received a

MacArthur Foundation grant to create Project Safe Release. This collaboration identifies justice-system-involved survivors in the Cumberland County Jail and navigates them toward needed services upon release. The program involves bail supervision for defendants charged with domestic violence, sexual assault, stalking, violation of protection orders, and other violent-related crimes, focusing on victim safety and offender accountability. The ODARA assessment is used for determining pre-trial supervision. Matthew explained that he partners with the DA's office Domestic Violence Unit, and regularly participates in the Violence Intervention Partnership High-Risk Response Team, Preble Street Anti-Trafficking Multidisciplinary Team Meetings, SARSM and "through these doors" workgroups and the LEAD Program Steering Committee at Scarborough Police Department. Matthew attends court proceedings like judicial monitoring and DV case coordination meetings. He explained that he supervises 90 to 100 cases per year, with 50 to 60 cases active at any given time. Electronic monitoring supervision is limited to five active high-risk cases and is offered upon request by the Cumberland County Jail for needs like hospitalization to save staffing costs. Mathew explained that he also conducts training for ODARA and for pre-trial best practices for DV and intimate partner violence cases, and facilitates case supervision as directed.

CFO Wakefield gave an overview of the budget that was also presented to the sheriff back in October 2025. The organization has been "flat funded" since July 1, 2024 and did not receive an increase for the last fiscal year, despite rising expenses. CFO Wakefield explained that the work with defendants must be cost-effective and a good steward of taxpayers' money. She shared that based on a review of the jail's 26-27 budget, the cost to house an average of 240 inmates per day is \$204.76 per defendant per day. The cost per day to have a defendant out in Maine Pre-Trial's programs is \$3.35 per day, she highlighted the cost of savings cost for incarceration versus community services. CFO Wakefield also compared the cost of Maine Pre-Trial service to the US Marshals at a cost of \$150 a day to the county to house a federal defendant and the Maine 126th Legislature estimated cost of \$118.18 a day. CFO Wakefield emphasized that the main takeaway is that the agency does incredible work at the lowest cost possible and is still trying to find ways to cut that cost. She listed other cost savings that they're considering which is getting rid of office space.

Director Simone expanded on the potential reduction of agency expenses. They established an office to prioritize confidentiality but are looking at having an office with two shared spaces instead of individual offices to reduce expenses of renting in the Bayside area. Director Simone explained that they are partnering on a technology presentation and exploring a staff-created computer interface to potentially get rid of landlines. Landlines are needed because cell phones cannot accommodate the volume of check-in calls from defendants. A computer interface could allow check-ins via smartphones, which most people have or can be helped to acquire. Director Simone concluded that Maine Pre-Trial wants to be nimble and effective, she thanked the board for their time.

Commissioner Cloutier commented that he recalled the bail project, as an attorney in a small office, half of whom still have Maine Pre-Trial on speed dial. The day they opened for business 30 years ago or 40 was a huge change in what life was like for a lot of people and it was a great benefit and still is.

Chair Smith thanked the group for their presentation. She observed that the data speaks for itself, the staff are highly qualified, and they're making a difference in individuals lives.

This Presentation was PRESENTED.

COMMENTS FROM THE PUBLIC

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

At 6:19 p.m., Chair Smith opened the period for public comment.

The following members of the public spoke: Ella Tobasi, Brunswick, Willow Cunningham, Portland; Ava Tiyazha, Portland; Chandler, Lewiston; Jennifer Jockberg, Scarborough; Kaycee Greely, Portland; Enid Morris, Portland; Madeliene Jones, Falmouth; Steve Carrol, Portland; Sue Anderson, Portland; Marpheen Chan, Portland; Olivia Pennington, Portland; Dana Callahan, Portland; Mace Remillian, Portland; Eli McDonald, Portland; Josh Coblou, Portland; Hannah Tanhouser, South Portland; Julia Piezcak, South Portland; Hallie Hers, Portland; Shelby Leighton, South Portland; Ann Knudsen, Portland; Josh Vozella, Gray; Amelia Kelleher, Portland; Nori, Portland; Cat Dewa, Portland; and Johan Baldecki, Portland.

At 7:11 p.m., Chair Smith closed the period for public comment.

CONSENT AGENDA

Approval of the Consent Agenda

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

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

No: 0

26-002 Authorize the County Manager to process the 2024-2025 Oak View Group Cross Insurance Arena management financial incentive.

This Order was APPROVED.

26-003 Authorize the Sheriff's Department to submit a Department of Justice Bullet-Proof Vest Partnership Grant for funding in support of bullet-proof vests. A fifty percent match is required.

This Order was APPROVED.

26-004 Authorization for the County Manager to Accept the Grant Award to Cumberland County Emergency Management Agency from the Maine Emergency Management Agency for FY25-26 LEPC Grant in the amount of \$75,323.38.

This Order was APPROVED.

26-005 Authorization for the County Manager to enter into a contract between Cumberland County and Frederick Van Liew for the Facilitation of Restorative Dialogues for the District Attorney.

This Order was APPROVED.

NEW BUSINESS26-006

Establishment of a Cross Insurance Arena Task Force to explore future opportunities and feasibilities of the arena.

County Manager Gailey explained that the agenda item would create a Cross Insurance Arena Task Force to explore future opportunities and feasibility of the cross insurance arena. It would be a multi-phased approach. The initial phase of the Task Force would review past studies to learn what has been accomplished in the past and whether they can provide any direction for the future. The results from phase one would dictate what subsequent phases would look like.

Commissioner Tyler, CIA Trustee Chair Steve Woods and himself have met with representatives of the Maine Mariners about future opportunities for an arena, including a potential location. The committee would report back to the commissioners and provide information as well as any RFPs or expenditure of money in any direction.

Commissioner Cloutier voiced his support, and noted that 28 studies had been completed. He hoped that there would be an opportunity for the commission to have input on the membership of this committee because the 28 past studies recommend new construction in another place. He recalled that on the Portland City Council, the last study recommended a new complex that would have cost in excess of \$200 million. He noted that there is a tendency to want to build pyramids which are testaments to the wisdom of whoever was involved in putting the transaction together. He wanted to know if there is a study on the usefulness and practicalness to maintain the current facility. One consideration is where people park, parking could create an opportunity for thousands of parking spaces someplace else and a considerable diversion of economic capacity. He pointed out that the new ownership team for the hockey franchise was discussing this before final negotiations were completed for their current lease, he explained that he is not opposed to the consideration but there are many priorities to address.

Commissioner Caterina asked, when was the last study done? County Manager Gailey stated that it was not that long ago. It was a multi-phase feasibility study circa 2009 or 2010 in anticipation of the 2012-13 renovations. Commissioner Caterina thanked him and noted that reception was not very enthusiastic about arena development when she was on the Scarborough Town Council.

Commissioner Gordon stated that as a government organization, they have regional responsibilities for more than just the civic center. They have responsibilities as a recreational district, are there discussions of competing areas of civic recreation versus the facility.

County Manager Gailey stated that the focus has been around the facility.

Commissioner Gordon explained that they have a facility that people take advantage of versus recreational areas that people would take advantage of. He stated that if that discussion doesn't get opened up at some time, it never will.

Commissioner Cloutier stated that the question has come up several times in the last number of years. The resources that get devoted to the minor league

sports would crowd out anything else. He added that he would ask that the commission members have some input as to the membership of this committee because frankly the good people of Bridgton don't travel to Free Street very often to participate in this and clearly they have an interest that's just as legitimate as the people living in the West End or Bayside of Portland. There hasn't been an organized discussion of the county in relation to recreation development, so random that the county almost bought a beach off Sebago Lake.

Commissioner Tyler shared that as a member of the feasibility committee, he is also the Cross Insurance Arena liaison to the board of trustees and clarified the new team owner brought the initial discussions outside of the current contract. Commissioner Tyler noted that he supports the study because Portland is growing. Southern Maine is growing by leaps and bounds. He commented that the arena building is getting old and it's also going to be outsized. He pointed out the lack of a convention space in greater Portland. The state fair association meeting has moved to Bangor this year due to the lack of facilities that can accommodate their large group. Southern Maine is an area that is very attractive. The committee will also include representatives from towns and some from the general public. The goal is to look at future solutions and decisions that won't be made for 5 to 10 years. The group is interested in what the studies show, should there be another study, and is the population growing enough to support a larger facility? Nationwide, other cities are building facilities that are outside of their current cities to accommodate space and parking. This committee would be the beginning of these types of discussions.

Chair Smith stated that she hoped that the board was making good notes of the comments in terms of the task force composition as it develops. The board is a well-informed group of commissioners who want to understand the larger piece about recreation within our county to make sure that we don't miss anything during this process.

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

- Yes:** 5 - Commissioner Gorden, Chair Smith, Commissioner Caterina, Vice Chair Tyler, and Commissioner Cloutier
- No:** 0

UNFINISHED BUSINESS

[25-129](#)

Approval of the 2026 Board of Commissioners Committee Assignments

County Manager Gailey presented the 2026 board of commissioners committee assignments. He noted that Deputy County Manager Gersen would replace Travis Kennedy as the liaison to the United Way Emergency Food and Shelter.

Chair Smith thanked the commissioners for their work on their committees and for reporting back to the board.

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

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

No: 0

COMMENTS FROM THE EXECUTIVE STAFF

Human Resources Director Jennings reported that the correction officers voted to accept the collective bargaining agreement that they have been negotiating for the past year and a half. They will start dispatch negotiations next month as the current contract ends in June. Her department is preparing information for the paid family medical leave that is going to be implemented in April which includes putting together packets and informational postings regarding the requirements to obtain paid family medical leave. There are currently about 35 openings of which the majority are correction officer positions, patrol and other departments.

DA Sartoris thanked the commissioners for inviting her to speak. She added that her Department is doing other work on some other diversion plans and is collaborating with the Portland Recovery and Community Center. She will return to the Commissioners when they have more. She added that the folks who go to restorative justice cannot have a substance use issue. They are looking at ways to move people more rapidly over to PRCC early on in the criminal legal system. She is optimistic to have that program underway within the next couple of months.

COMMENTS FROM THE COUNTY MANAGER

County Manager Gailey thanked Commissioner Gorden for his hard work as Chair in 2025. He noted it was a pleasure to work with him and appreciated all of the guidance and support. He thanked Chair Gorden for making himself available whenever he needed via phone or video.

County Manager Gailey stated that the finance committee will hold their second meeting tomorrow evening in Northport starting at five o'clock. The departments presenting tomorrow night include emergency management, district attorney, communications, registry of deeds and the Cumberland County Cooperative Extension.

COMMENTS FROM THE COUNTY COMMISSIONERS

Commissioner Cloutier thanked Chair Steve Gordon and mentioned that he and himself are on their final term. He noted that he made tentative plans to organize a public meeting sometime in the next couple of weeks for a full discussion of the ICE and allow the public to participate. He thanked the board and wished everyone a happy new year.

Chair Gorden thanked everyone for the kudos. He observed that he felt like the board acted as a team last year and they will continue to support Commissioner Smith in the same way. Listening to the public tonight, he recognizes that ICE is just not performing any kind of a public service. It bothers him. He stated that there are two issues that are bifurcated; they are not together. If you stop one, it does not affect the other. Stopping the contract will cause problems for the people that are on the low end of the economic scale. On a positive note, he has been observing what is going on with the county, offering services that the state has mandated such as tax assessment, general assistance, etc. He believes that these programs are going to grow. There is interest from communities because they see that as something the county can provide to their constituents and yet it levels off the costs. That's something that he would encourage the board to continue to develop. He noted that the new Fire/EMS services for the communities are developing and the Sheriff offers communities policing services. He noted that it's been a pleasure to serve and he hopes that they have a good and thriving year. He observed that last year was the first time that he saw people reach out and come forth with what was really bothering them. He encouraged the public to continue to reach out about other ideas that they

would like us to do in the future.

Commissioner Caterina thanked Commissioner Gorden for his service. She stated that it was her first year as a Commissioner and has learned a lot as co-chair of, the legislative policy committee for the Maine county commissioners. She thanked Commissioner Gorden for all of his help last year and is glad that she has another year to work with him. She thanked members of the people who testified and emphasized the power of testimony. She encouraged the public to advocate at the state for more jail funding. She is looking forward to the public meeting that will be hosted by Commissioner Cloutier.

Commissioner Tyler thanked Commissioner Gorden for his role as chair. He explained that Commissioner Gorden helped bring him into the fold and kept me going and got him enthusiastic about being a commissioner. He is looking forward to 2026. He noted that he was on the Board of Trustees of the Civic Center, after three years it was his turn to be chairman. However, he served as chair for almost eight years because nobody on the board was interested. He has no problem being the vice chair or chair with a multi-year contract.

Chair Smith thanked Commissioner Gorden for being a chairperson. She stated that it's not an easy job and he has always been totally engaged, open, and receptive. She thanked him for all of the years that he served and noted that he has given a lot of his life to the commission. She addressed the board that she is excited for a new year ahead. She thanked the public and for everyone who spoke. She appreciated the engagement and the comments. She agreed that the ICE issue is something that's not just not going to go away. There needs to be a resolution to understand where we are today. She doesn't know what tomorrow may bring or if the ICE would stop arriving if they stop the contract. We don't know these things. They are thoughts and ideas. And honestly, the best way to go forward is to ground ourselves in data, ground ourselves in what we can do today based on what we know. She continued that the county has a lot going on and she thanked the entire staff for last year and what was accomplished and is looking forward to a thriving 2026.

Next Meeting: Tuesday, February 17, 2026

ADJOURNMENT

A motion was made by Stephen Gorden, seconded by Jean-Marie Caterina, to ADJOURN the meeting. The motion carried by a unanimous vote.



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: CD 26-005

Agenda Date: 2/17/2026

Title:

Approval of the minutes, January 20, 2026, 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

27 Northport Dr
Portland, ME 04103

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

Tuesday, January 20, 2026

5:00 PM

Sebago Meeting Room
27 Northport Dr
Portland, ME 04103

*** Special Meeting - The public is welcome to attend. General public comment will not take place unless the County Commissioners, through a majority vote, authorize the Chair to hold a general public comment period.**

Meeting will be streamed online: www.cumberlandcounty.org/live

CALL TO ORDER

The Board of Commissioners met for their regularly scheduled meeting at 27 Northport Drive, Portland, in the Sebago Lake Conference Room, the meeting was called to Order by Chair Patti Smith at 5:00 p.m.

ATTENDANCE

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

County Staff:

James Gailey, County Manager
Breana Gersen, Deputy County Manager
Theresa Grover, Director of Finance
Amy Jennings, Director of Human Resources
Donald Goulet, Labor Relations Specialist

PLEDGE OF ALLEGIANCE

NEW BUSINESS

[26-007](#) Authorization of the 2026 General Obligation Bond in the amount of \$3,974,000.00.

County Manager Gailey explained that the change to the bond schedule was due to the addition of another project within the bond schedule. Once the amendment is approved, the \$3.9 million bond that was approved last year will go out to sale in March of 2026. He requested that the motion also remove Section 16 of the bond order. He introduced bond adviser Dick Ranagan who was available for questions.

Dick Ranagan introduced himself as the bond council of the county and responsible for putting together it's bond issues.

Chair Smith asked about the bond rating of 3.5%, are there any market fluctuations between now in March? Dick Ranagan stated that he receives that question every time he appears before a town council or a county commission. He stated that he does not know and that anything could happen. He added that the market is relatively steady and if it gets to a point where things go absolutely crazy, the county could always pull back and wait for smoother waters.

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

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

No: 0

26-008

Adoption of Successor Collective Bargaining Agreement with the National Corrections Employees Union (NCEU).

HR Director Amy Jennings gave some background on negotiations with NECU which had started in September of 2024. In February, the union filed for mediation resulting in a tentative agreement that was presented to the board in October of 2025, and the Union rejected the agreement. The agreement was eventually accepted in the beginning of this month in January. Following the commissioner's guidance, there is a two-year agreement starting in July 2025. She highlighted the financial goals of the agreement which included a 5% increase that will go retro and a 4% increase in 2026. Additional steps were front-loaded in the wage table and the current retirement plan was moved from 2C to 3C. Memorandums of agreement were also placed in the labor agreement as well as some language changes and a number of labor management discussions will begin when the contract is ratified.

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

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

No: 0

26-009

Acceptance of the FY25 Emergency Management Performance Grant award.

County Manager Gailey introduced the 2026 EMPG grant that the county receives through Maine Emergency Management Agency (MEMA). The Federal Emergency Management Agency (FEMA) funds pass through MEMA to support operations within the County Emergency Management Agency (EMA) Department. Typically the award is presented in October but was delayed and received just recently.

County Manager Gailey explained that some terms of the contract are not favorable to the county regarding immigration language and prohibition of DEI policies and efforts. The County was not willing to sign on to those terms and conditions and neither were other municipalities. Subsequently, there were lawsuits filed across the United States, specifically, one in Illinois and one in

Rhode Island protesting the terms and conditions. A recent court ruling from the Rhode Island case determined that the language proposed in the terms and conditions was unconstitutional and should be struck and removed from the terms and conditions.

The current language has not been modified but there is a provision, Article 63. MEMA is the subrecipient of the FEMA grant and has signed off on their contract. Article 63 within their contract makes reference to the Illinois court case and the Rhode Island case. FEMA, who writes the terms and conditions on the contract, did not modify the original language. However, the attorney has advised that the county should feel comfortable signing the contract with the Rhode Island court case as it stands. The Federal Government has appealed the Rhode Island and the Illinois cases and the result is currently unknown.

County Manager Gailey asked the commissioners to execute the contract and he will be sending a letter accompanying the contract that if any change to the legal outcomes of the Rhode Island case take hold, the County reserves the right to revisit the contract and remove the county from the contract.

Chair Smith opened public comment for the item.

Al Cleveland from Portland spoke.

Chair Smith closed the public comment period for the item.

Commissioner Cloutier asked if the Illinois and Rhode Island cases in federal court? County Manager Gailey confirmed that they were. Commissioner Cloutier asked what the effective time frame of this contract was, County Manager Gailey explained that it was October to September and could potentially affect next year's budget.

Commissioner Gorden stated that his concern is what gets spent or consumed during the project, is there any provision to stop a clawback? County Manager Gailey explained that the money is drawn down and not received all at once.

Commissioner Tyler asked if the County receives the money and spends it, does it need to be replaced or is it already spent? County Manager Gailey guessed that it would be considered money spent and they would forego the balance amount left in the grant.

Chair Smith asked for clarification, the language in the letter to FEMA states that the county will remove themselves from the contract, County Manager Gailey explained that the letter would need to be authorized by the board before being sent.

Chair Smith asked EMA Director Durkin if there was any way the spending could be spent down quickly, EMA Director Durkin stated that there is little wiggle room in that area because the funding is a flat just over 40% of the entire budget and 80% of the budget is staffing. He clarified that monthly spending was fairly consistent and mostly on staffing.

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

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

No: 1 - Chair Smith

ADJOURNMENT

A motion was made by Stephen Gorden, seconded by Jean-Marie Caterina, to ADJOURN the meeting. The motion carried by a unanimous vote.

The Board of Commissioners Workshop will immediately follow the meeting.



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: CD 26-006

Agenda Date: 2/17/2026

Agenda Item Request:

Informational Report FY26 Budget vs Actual Expenses Q2

Background and Purpose of Request:

Requestor: Theresa Grover, Finance Department

Informational Report Fiscal Year 2026 Budget vs Actual Expenses Q2

Informational only.

BUDGET REPORT FY26
EXPENSES THRU DECEMBER 31, 2025

FOR 2026 06

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11 GENERAL FUND							
11101 EMERGENCY MANAGEMENT							
11101 5120 WAGES FT	421,911	0	421,911	210,583.45	.00	211,327.55	49.9%
11101 5205 WAGES PT	30,900	0	30,900	2,779.20	.00	28,120.80	9.0%
11101 5401 OVERTIME	1,000	0	1,000	261.10	.00	738.90	26.1%
11101 5510 MED EXP	73,786	0	73,786	41,337.24	.00	32,448.76	56.0%
11101 5520 MSR EXP	20,496	0	20,496	10,246.44	.00	10,249.56	50.0%
11101 5530 FICA EXP	34,717	0	34,717	17,061.92	.00	17,655.08	49.1%
11101 5540 WC EXP	1,489	0	1,489	474.66	.00	1,014.34	31.9%
11101 5560 DEF EXP	18,369	0	18,369	8,899.02	.00	9,469.98	48.4%
11101 6130 TRANS	4,500	0	4,500	.00	.00	4,500.00	.0%
11101 6130 EMA14 TRANS	0	0	0	97.35	.00	-97.35	100.0%
11101 6131 GAS, OIL	2,500	0	2,500	421.54	.00	2,078.46	16.9%
11101 6131 EMA14 GAS, OIL	0	0	0	35.35	.00	-35.35	100.0%
11101 6231 BASE	1,000	0	1,000	.00	.00	1,000.00	.0%
11101 6231 EMA15 BASE	0	0	0	194.48	.00	-194.48	100.0%
11101 6232 MOBILE	2,500	0	2,500	.00	.00	2,500.00	.0%
11101 6400 INS-BLDG	4,415	0	4,415	1,565.39	.00	2,849.61	35.5%
11101 6401 INS-LIAB	9,647	0	9,647	3,420.41	.00	6,226.59	35.5%
11101 6404 INS-RADIO	828	0	828	308.82	.00	519.18	37.3%
11101 6500 OFFICE SUP	2,000	0	2,000	.00	.00	2,000.00	.0%
11101 6500 EMA14 OFFICE EXP	0	0	0	927.72	.00	-927.72	100.0%
11101 6500 EMA15 OFFICE EXP	0	0	0	253.46	.00	-253.46	100.0%
11101 6501 TRAINING	1,500	0	1,500	.00	.00	1,500.00	.0%
11101 6501 EMA15 TRAINING	0	0	0	217.93	.00	-217.93	100.0%
11101 6504 MAINT SUP	1,800	0	1,800	.00	.00	1,800.00	.0%
11101 6505 PRINTING	2,600	0	2,600	.00	.00	2,600.00	.0%
11101 6505 EMA14 PRINTING	0	0	0	20.25	.00	-20.25	100.0%
11101 6506 POSTAL	0	0	0	15.54	.00	-15.54	100.0%
11101 6508 DUES	1,000	0	1,000	25.00	.00	975.00	2.5%
11101 6512 TRAIN/EDUC	12,000	0	12,000	2,604.00	.00	9,396.00	21.7%
11101 6512 EMA14 TRAIN/EDUC	0	0	0	-491.00	.00	491.00	100.0%
11101 6512 EMA18 TRAIN/EDUC	0	0	0	166.00	.00	-166.00	100.0%
11101 6513 LEASES	8,500	0	8,500	510.57	.00	7,989.43	6.0%
11101 6513 EMA14 LEASES	0	0	0	2,462.98	.00	-2,462.98	100.0%
11101 6800 TELEPHONE	3,400	0	3,400	426.58	.00	2,973.42	12.5%
11101 6800 EMA14 TELEPHONE	0	0	0	4,358.22	.00	-4,358.22	100.0%
11101 6801 ELECTRICIT	0	0	0	1,768.78	.00	-1,768.78	100.0%
11101 6802 GAS UTIL	0	0	0	274.84	.00	-274.84	100.0%
11101 6803 WATER	0	0	0	44.56	.00	-44.56	100.0%
11101 6903 FOOD	5,000	0	5,000	.00	.00	5,000.00	.0%
11101 6903 EMA14 FOOD	0	0	0	618.55	.00	-618.55	100.0%

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FOR 2026 06			ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
ACCOUNTS	FOR:	GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED
11101 6903	EMA15	FOOD	0	0	0	494.31	.00	-494.31	100.0%
11101 6903	EMA18	FOOD	0	0	0	351.03	.00	-351.03	100.0%
11101 6904	INSTITUT.		600	0	600	.00	.00	600.00	.0%
11101 6913	SAFETY		2,300	0	2,300	.00	.00	2,300.00	.0%
11101 6913	EMA14	SAFETY	0	0	0	847.08	.00	-847.08	100.0%
11101 6914	NON FOOD		1,500	0	1,500	.00	.00	1,500.00	.0%
11101 6914	EMA14	NON FOOD	0	0	0	398.37	.00	-398.37	100.0%
11101 6914	EMA15	NON FOOD	0	0	0	47.78	.00	-47.78	100.0%
11101 6950	MISC EXP		30,000	0	30,000	.00	.00	30,000.00	.0%
11101 6950	EMA14	MISC EXP	0	0	0	2,269.48	.00	-2,269.48	100.0%
11101 6950	EMA15	MISC EXP	0	0	0	314.89	.00	-314.89	100.0%
11101 7350	OFFICE EQ		3,000	0	3,000	.00	.00	3,000.00	.0%
11101 7355	EMA14	COMP HARD	0	0	0	3,119.52	.00	-3,119.52	100.0%
TOTAL EMERGENCY MANAGEMENT			703,258	0	703,258	319,732.81	.00	383,525.19	45.5%

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FOR 2026 06									
ACCOUNTS FOR:		ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
11	GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES		BUDGET	USED
11102 DISTRICT ATTORNEY									
11102	5120	WAGES FT	1,640,006	0	1,640,006	808,294.46	.00	831,711.54	49.3%
11102	5210	TEMP	82,300	0	82,300	35,204.71	.00	47,095.29	42.8%
11102	5401	OVERTIME	0	0	0	7,645.29	.00	-7,645.29	100.0%
11102	5510	MED EXP	413,786	0	413,786	203,868.00	.00	209,918.00	49.3%
11102	5520	MSR EXP	93,726	0	93,726	43,985.20	.00	49,740.80	46.9%
11102	5530	FICA EXP	131,756	0	131,756	65,255.42	.00	66,500.58	49.5%
11102	5540	WC EXP	5,152	0	5,152	1,690.72	.00	3,461.28	32.8%
11102	5560	DEF EXP	14,235	0	14,235	5,327.64	.00	8,907.36	37.4%
11102	6130	TRANS	32,000	0	32,000	26,330.96	.00	5,669.04	82.3%
11102	6301	PROF SVC	1,800	0	1,800	958.71	.00	841.29	53.3%
11102	6305	STENO	4,000	0	4,000	150.00	.00	3,850.00	3.8%
11102	6307	WITNESS	30,000	0	30,000	2,063.51	.00	27,936.49	6.9%
11102	6308	WITNESS AG	1,000	0	1,000	-3,147.95	.00	4,147.95	-314.8%
11102	6309	LAB	250	0	250	.00	.00	250.00	.0%
11102	6400	INS-BLDG	2,910	0	2,910	1,085.05	.00	1,824.95	37.3%
11102	6401	INS-LIAB	9,040	0	9,040	6,126.63	.00	2,913.37	67.8%
11102	6500	OFFICE SUP	14,000	0	14,000	6,306.36	.00	7,693.64	45.0%
11102	6505	PRINTING	7,000	0	7,000	3,122.21	.00	3,877.79	44.6%
11102	6506	POSTAL	3,000	0	3,000	1,208.48	.00	1,791.52	40.3%
11102	6508	DUES	7,800	0	7,800	6,020.00	.00	1,780.00	77.2%
11102	6509	BOOKS	16,500	0	16,500	8,029.28	.00	8,470.72	48.7%
11102	6511	EQUIPMENT	1,300	0	1,300	509.76	.00	790.24	39.2%
11102	6512	TRAIN/EDUC	12,000	0	12,000	12,590.43	.00	-590.43	104.9%
11102	6513	LEASES	112,000	0	112,000	29,075.84	.00	82,924.16	26.0%
11102	6516	RESTJUST	40,000	0	40,000	10,588.50	.00	29,411.50	26.5%
11102	6800	TELEPHONE	22,000	0	22,000	12,155.29	.00	9,844.71	55.3%
11102	7325	FURN/FIX	1,500	0	1,500	.00	.00	1,500.00	.0%
TOTAL DISTRICT ATTORNEY			2,699,061	0	2,699,061	1,294,444.50	.00	1,404,616.50	48.0%

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FOR 2026 06									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			ENCUMBRANCES	AVAILABLE	PCT	
11 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD	EXPENDED		BUDGET	USED	
1110301 EXEC- ADMINISTRATION									
1110301 5120 WAGES FT	617,430	0	617,430	257,475.26		.00	359,954.74	41.7%	
1110301 5205 WAGES PT	0	0	0	3,138.73		.00	-3,138.73	100.0%	
1110301 5401 OVERTIME	0	0	0	418.38		.00	-418.38	100.0%	
1110301 5510 MED EXP	189,889	0	189,889	69,288.25		.00	120,600.75	36.5%	
1110301 5520 MSR EXP	43,110	0	43,110	8,500.90		.00	34,609.10	19.7%	
1110301 5530 FICA EXP	47,233	0	47,233	18,164.04		.00	29,068.96	38.5%	
1110301 5540 WC EXP	2,047	0	2,047	671.74		.00	1,375.26	32.8%	
1110301 5560 DEF EXP	45,083	0	45,083	24,695.71		.00	20,387.29	54.8%	
1110301 6130 TRANS	14,000	0	14,000	3,254.02		.00	10,745.98	23.2%	
1110301 6301 PROF SVC	55,000	0	55,000	4,792.49		.00	50,207.51	8.7%	
1110301 6302 LEGAL	32,000	0	32,000	17,423.73		.00	14,576.27	54.4%	
1110301 6400 INS BLDG	5,940	0	5,940	2,074.95		.00	3,865.05	34.9%	
1110301 6407 SURETY	3,850	0	3,850	1,751.94		.00	2,098.06	45.5%	
1110301 6500 OFFICE SUP	3,800	0	3,800	899.18		.00	2,900.82	23.7%	
1110301 6505 PRINTING	950	0	950	529.74		.00	420.26	55.8%	
1110301 6506 POSTAL	3,000	0	3,000	951.26		.00	2,048.74	31.7%	
1110301 6507 ADVERTISIN	1,000	0	1,000	361.15		.00	638.85	36.1%	
1110301 6508 DUES	42,000	0	42,000	17,706.00		.00	24,294.00	42.2%	
1110301 6509 BOOKS	300	0	300	128.07		.00	171.93	42.7%	
1110301 6512 TRAINING	5,000	0	5,000	934.00		.00	4,066.00	18.7%	
1110301 6513 LEASES	3,500	0	3,500	1,779.39		.00	1,720.61	50.8%	
1110301 6800 TELEPHONE	3,860	0	3,860	1,665.62		.00	2,194.38	43.2%	
TOTAL EXEC- ADMINISTRATION	1,118,992	0	1,118,992	436,604.55		.00	682,387.45	39.0%	

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FOR 2026 06

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11 GENERAL FUND							
1110302 EXEC- INFORMATION TECH							
1110302 5120 WAGES FT	409,616	0	409,616	204,300.57	.00	205,315.43	49.9%
1110302 5401 OVERTIME	0	0	0	335.94	.00	-335.94	100.0%
1110302 5510 MED EXP	108,177	0	108,177	48,342.76	.00	59,834.24	44.7%
1110302 5520 MSR EXP	42,190	0	42,190	20,862.54	.00	21,327.46	49.4%
1110302 5530 FICA EXP	31,336	0	31,336	16,051.01	.00	15,284.99	51.2%
1110302 5540 WC EXP	1,455	0	1,455	982.52	.00	472.48	67.5%
1110302 6130 TRANS	4,000	0	4,000	340.20	.00	3,659.80	8.5%
1110302 6301 PROF SVC	27,000	0	27,000	37,517.37	.00	-10,517.37	139.0%
1110302 6500 OFFICE SUP	1,500	0	1,500	350.78	.00	1,149.22	23.4%
1110302 6503 COMP SOFT	19,000	500	19,500	10,773.30	500.00	8,226.70	57.8%
1110302 6505 PRINTING	0	0	0	608.45	.00	-608.45	100.0%
1110302 6512 TRAINING	6,000	0	6,000	2,372.00	.00	3,628.00	39.5%
1110302 6514 MAINTENANC	547,756	0	547,756	531,924.10	.00	15,831.90	97.1%
1110302 6611 COMP REPAI	8,000	0	8,000	3,439.47	.00	4,560.53	43.0%
1110302 6800 TELEPHONE	75,000	0	75,000	32,715.57	.00	42,284.43	43.6%
TOTAL EXEC- INFORMATION TECH	1,281,030	500	1,281,530	910,916.58	500.00	370,113.42	71.1%

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ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11 GENERAL FUND							
1110303 EXEC-GARAGE							
1110303 5120 WAGES FT	58,059	0	58,059	30,452.56	.00	27,606.44	52.5%
1110303 5401 OVERTIME	4,120	0	4,120	742.38	.00	3,377.62	18.0%
1110303 5510 MED EXP	22,667	0	22,667	12,792.94	.00	9,874.06	56.4%
1110303 5520 MSR EXP	5,637	0	5,637	3,181.81	.00	2,455.19	56.4%
1110303 5530 FICA EXP	4,757	0	4,757	2,787.22	.00	1,969.78	58.6%
1110303 5540 WC EXP	2,994	0	2,994	958.34	.00	2,035.66	32.0%
1110303 6500 OFFICE SUP	750	0	750	.00	.00	750.00	.0%
1110303 6502 CLEAN SUP	600	0	600	.00	.00	600.00	.0%
1110303 6504 MAINT SUP	1,000	0	1,000	45.58	.00	954.42	4.6%
1110303 6505 PRINTING	2,500	0	2,500	319.32	.00	2,180.68	12.8%
1110303 6507 ADVERTISIN	500	0	500	.00	.00	500.00	.0%
1110303 6514 MAINTENANC	11,500	0	11,500	4,644.22	.00	6,855.78	40.4%
1110303 6602 LOTS/GROUN	500	0	500	.00	.00	500.00	.0%
1110303 6603 BLD/STRUC	4,000	0	4,000	73,393.30	.00	-69,393.30	1834.8%
1110303 6605 ELECTRICAL	1,500	1,053	2,553	.00	1,053.15	1,500.00	41.2%
1110303 6606 PAINTING	5,000	0	5,000	.00	.00	5,000.00	.0%
1110303 6607 PLUMBING	1,500	0	1,500	3,535.51	.00	-2,035.51	235.7%
1110303 6609 EQUIPMENT	9,000	0	9,000	5,738.49	.00	3,261.51	63.8%
1110303 6800 TELEPHONE	1,000	0	1,000	433.70	.00	566.30	43.4%
1110303 6801 ELECTRICIT	0	0	0	75.39	.00	-75.39	100.0%
1110303 6803 WATER	350	0	350	172.64	.00	177.36	49.3%
1110303 6804 SEWER	1,000	0	1,000	310.00	.00	690.00	31.0%
1110303 6805 RUBBISH	1,000	0	1,000	2,147.91	.00	-1,147.91	214.8%
1110303 6905 MED SUP	100	0	100	.00	.00	100.00	.0%
1110303 6908 UNIFORMS	250	0	250	.00	.00	250.00	.0%
1110303 6913 SAFETY	250	0	250	.00	.00	250.00	.0%
TOTAL EXEC-GARAGE	140,534	1,053	141,587	141,731.31	1,053.15	-1,197.31	100.8%

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FOR 2026 06									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			ENCUMBRANCES	AVAILABLE	PCT	
11 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD	EXPENDED		BUDGET	USED	
1110304 EXEC- HUMAN RESOURCES									
1110304 5120 WAGES FT	648,451	0	648,451	324,242.33		.00	324,208.67	50.0%	
1110304 5510 MED EXP	133,233	0	133,233	68,870.45		.00	64,362.55	51.7%	
1110304 5520 MSR EXP	60,988	0	60,988	29,939.33		.00	31,048.67	49.1%	
1110304 5530 FICA EXP	49,607	0	49,607	23,966.99		.00	25,640.01	48.3%	
1110304 5540 WC EXP	1,255	0	1,255	411.86		.00	843.14	32.8%	
1110304 5560 DEF EXP	9,284	0	9,284	4,501.78		.00	4,782.22	48.5%	
1110304 6130 TRANS	2,500	0	2,500	297.50		.00	2,202.50	11.9%	
1110304 6301 PROF SVC	37,000	0	37,000	9,839.29		.00	27,160.71	26.6%	
1110304 6500 OFFICE SUP	4,500	0	4,500	1,800.51		.00	2,699.49	40.0%	
1110304 6505 PRINTING	175	0	175	149.75		.00	25.25	85.6%	
1110304 6506 POSTAL	250	0	250	112.62		.00	137.38	45.0%	
1110304 6508 DUES	2,000	0	2,000	150.00		.00	1,850.00	7.5%	
1110304 6509 BOOKS	4,150	0	4,150	190.09		.00	3,959.91	4.6%	
1110304 6512 TRAINING	15,900	0	15,900	255.00		.00	15,645.00	1.6%	
1110304 6513 LEASES	1,950	0	1,950	624.45		.00	1,325.55	32.0%	
1110304 6515 Wellness	10,000	0	10,000	3,808.00		.00	6,192.00	38.1%	
1110304 6800 TELEPHONE	480	0	480	1,639.37		.00	-1,159.37	341.5%	
1110304 7361 OCCUP	7,000	0	7,000	908.91		.00	6,091.09	13.0%	
TOTAL EXEC- HUMAN RESOURCES	988,723	0	988,723	471,708.23		.00	517,014.77	47.7%	

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ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD	ENCUMBRANCES	AVAILABLE	PCT
11 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	EXPENDED		BUDGET	USED
11105 FACILITIES DEPT							
11105 5120 WAGES FT	1,346,798	0	1,346,798	693,560.69	.00	653,237.31	51.5%
11105 5205 WAGES PT	0	0	0	727.61	.00	-727.61	100.0%
11105 5401 OVERTIME	36,050	0	36,050	10,238.36	.00	25,811.64	28.4%
11105 5510 MED EXP	329,011	0	329,011	170,087.24	.00	158,923.76	51.7%
11105 5520 MSR EXP	127,447	0	127,447	68,641.32	.00	58,805.68	53.9%
11105 5530 FICA EXP	105,788	0	105,788	52,531.84	.00	53,256.16	49.7%
11105 5540 WC EXP	33,845	0	33,845	11,105.96	.00	22,739.04	32.8%
11105 5560 DEF EXP	0	0	0	199.69	.00	-199.69	100.0%
11105 6130 TRANS	800	0	800	147.00	.00	653.00	18.4%
11105 6131 GAS, OIL	18,000	0	18,000	15,614.52	.00	2,385.48	86.7%
11105 6132 VEH REPAIR	120,000	0	120,000	49,092.49	.00	70,907.51	40.9%
11105 6301 PROF SVC	10,500	0	10,500	20,488.12	.00	-9,988.12	195.1%
11105 6303 SPEC SVC	9,500	4,499	13,999	11,963.92	4,498.59	-2,463.92	117.6%
11105 6304 SECURITY	2,000	0	2,000	3,109.10	.00	-1,109.10	155.5%
11105 6400 INS-BLDG	58,379	0	58,379	22,148.37	.00	36,230.63	37.9%
11105 6401 INS-LIAB	17,779	0	17,779	1,217.34	.00	16,561.66	6.8%
11105 6402 INS-VEH	15,282	0	15,282	5,797.92	.00	9,484.08	37.9%
11105 6405 INS-BOILER	9,016	0	9,016	3,420.41	.00	5,595.59	37.9%
11105 6500 OFF SUPPLY	2,000	0	2,000	2,876.99	.00	-876.99	143.8%
11105 6502 CLEAN SUP	20,000	0	20,000	8,930.76	.00	11,069.24	44.7%
11105 6504 MAINTENANC	15,000	0	15,000	4,296.13	.00	10,703.87	28.6%
11105 6505 PRINTING	500	0	500	312.72	.00	187.28	62.5%
11105 6506 POSTAL	200	0	200	39.83	.00	160.17	19.9%
11105 6507 ADVERTISIN	1,000	0	1,000	.00	.00	1,000.00	.0%
11105 6508 DUES	450	0	450	5,362.42	.00	-4,912.42	1191.6%
11105 6509 BOOKS	300	0	300	.00	.00	300.00	.0%
11105 6510 TOOLS	4,500	0	4,500	5,224.85	.00	-724.85	116.1%
11105 6511 EQUIPMENT	13,500	0	13,500	9,719.21	.00	3,780.79	72.0%
11105 6512 TRAIN/EDUC	2,500	0	2,500	1,102.48	.00	1,397.52	44.1%
11105 6513 LEASES	58,953	0	58,953	24,563.80	.00	34,389.20	41.7%
11105 6514 MAINTENANC	90,000	0	90,000	44,909.46	.00	45,090.54	49.9%
11105 6601 SNOW REMOV	5,000	0	5,000	310.00	.00	4,690.00	6.2%
11105 6602 LOTS/GROUN	3,500	0	3,500	-5,710.86	.00	9,210.86	-163.2%
11105 6603 BLDG/STRUC	30,500	0	30,500	31,589.72	.00	-1,089.72	103.6%
11105 6604 HEATING	40,000	0	40,000	65,490.64	.00	-25,490.64	163.7%
11105 6605 ELECTRICAL	30,000	0	30,000	3,252.09	.00	26,747.91	10.8%
11105 6606 PAINTING	7,000	0	7,000	1,915.99	.00	5,084.01	27.4%
11105 6607 PLUMBING	10,000	0	10,000	15,538.31	.00	-5,538.31	155.4%
11105 6608 ELEVATOR	10,000	0	10,000	442.00	.00	9,558.00	4.4%
11105 6609 EQUIPMENT	5,000	0	5,000	7,543.25	.00	-2,543.25	150.9%

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FOR 2026 06			ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
ACCOUNTS	FOR:	GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED
11105 6612	FURNITURE		3,000	0	3,000	2,751.35	.00	248.65	91.7%
11105 6800	TELEPHONE		7,500	0	7,500	11,242.64	.00	-3,742.64	149.9%
11105 6801	ELECTRICIT		150,000	0	150,000	80,477.27	.00	69,522.73	53.7%
11105 6802	GAS UTIL		165,000	0	165,000	22,257.55	.00	142,742.45	13.5%
11105 6803	WATER		6,500	0	6,500	2,554.49	.00	3,945.51	39.3%
11105 6804	SEWER		32,000	0	32,000	14,328.80	.00	17,671.20	44.8%
11105 6805	RUBBISH		24,000	0	24,000	12,272.00	.00	11,728.00	51.1%
11105 6806	FUEL OIL		4,000	0	4,000	.00	.00	4,000.00	.0%
11105 6906	PAPER		10,000	0	10,000	5,341.80	.00	4,658.20	53.4%
11105 6908	UNIFORMS		6,000	0	6,000	4,858.40	.00	1,141.60	81.0%
11105 6909	CLEANING		750	0	750	133.33	.00	616.67	17.8%
11105 6913	SAFETY		3,000	0	3,000	5,148.04	.00	-2,148.04	171.6%
11105 7355	COMP HARD		0	0	0	41.98	.00	-41.98	100.0%
TOTAL FACILITIES DEPT			3,001,848	4,499	3,006,347	1,529,209.34	4,498.59	1,472,638.66	51.0%

BUDGET REPORT FY26
EXPENSES THRU DECEMBER 31, 2025

FOR 2026 06

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11 GENERAL FUND							
1110605 SHER-ADMINISTRATION							
1110605 5120 WAGES FT	1,012,318	0	1,012,318	419,306.18	.00	593,011.82	41.4%
1110605 5401 OVERTIME	5,150	0	5,150	2,463.86	.00	2,686.14	47.8%
1110605 5510 MED EXP	186,869	0	186,869	90,047.46	.00	96,821.54	48.2%
1110605 5520 MSR EXP	75,056	0	75,056	28,166.48	.00	46,889.52	37.5%
1110605 5530 FICA EXP	74,165	0	74,165	31,184.85	.00	42,980.15	42.0%
1110605 5540 WC EXP	19,312	0	19,312	6,336.98	.00	12,975.02	32.8%
1110605 5560 DEF EXP	17,886	0	17,886	10,301.09	.00	7,584.91	57.6%
1110605 6130 TRANS	20,000	0	20,000	4,594.40	.00	15,405.60	23.0%
1110605 6131 GAS, OIL	9,000	0	9,000	2,471.36	.00	6,528.64	27.5%
1110605 6301 PROF SVC	16,000	0	16,000	4,900.00	.00	11,100.00	30.6%
1110605 6302 LEGAL	12,000	0	12,000	5,800.00	.00	6,200.00	48.3%
1110605 6401 INS LIAB	68,266	0	68,266	28,788.45	.00	39,477.55	42.2%
1110605 6402 INS VEH	23,540	0	23,540	10,190.29	.00	13,349.71	43.3%
1110605 6500 OFFICE SUP	9,500	0	9,500	4,514.35	.00	4,985.65	47.5%
1110605 6505 PRINTING	12,000	0	12,000	2,116.88	.00	9,883.12	17.6%
1110605 6506 POSTAL	3,500	0	3,500	1,761.27	.00	1,738.73	50.3%
1110605 6507 ADVERTISIN	1,500	0	1,500	392.03	.00	1,107.97	26.1%
1110605 6508 DUES	4,800	0	4,800	1,708.00	.00	3,092.00	35.6%
1110605 6509 BOOKS	3,500	0	3,500	.00	.00	3,500.00	.0%
1110605 6511 EQUIP RENT	7,000	0	7,000	1,563.15	.00	5,436.85	22.3%
1110605 6512 TRAINING	16,800	0	16,800	2,616.77	.00	14,183.23	15.6%
1110605 6800 TELEPHONE	77,181	0	77,181	35,577.22	.00	41,603.78	46.1%
1110605 6908 UNIFORMS	3,000	0	3,000	3,259.48	.00	-259.48	108.6%
1110605 6910 CRIM INV	3,000	0	3,000	.00	.00	3,000.00	.0%
1110605 6915 PoTy	0	0	0	1,940.00	.00	-1,940.00	100.0%
1110605 6949 SPECIAL	3,000	0	3,000	4,523.82	.00	-1,523.82	150.8%
1110605 6950 MISC EXP	5,000	0	5,000	4,773.88	.00	226.12	95.5%
1110605 7350 OFFICE EQ	3,000	0	3,000	1,700.36	.00	1,299.64	56.7%
TOTAL SHER-ADMINISTRATION	1,692,343	0	1,692,343	710,998.61	.00	981,344.39	42.0%

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FOR 2026 06			ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
ACCOUNTS FOR:	GENERAL FUND		APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED
1110606 SHER-LAW ENFORCEMENT									
1110606	5120	WAGES FT	3,743,370	0	3,743,370	2,027,325.60	.00	1,716,044.40	54.2%
1110606	5210	TEMP	0	0	0	1,945.15	.00	-1,945.15	100.0%
1110606	5401	OVERTIME	694,913	0	694,913	238,971.36	.00	455,941.64	34.4%
1110606	5510	MED EXP	1,097,321	0	1,097,321	478,163.81	.00	619,157.19	43.6%
1110606	5520	MSR EXP	504,393	0	504,393	291,311.39	.00	213,081.61	57.8%
1110606	5530	FICA EXP	339,529	0	339,529	168,316.88	.00	171,212.12	49.6%
1110606	5540	WC EXP	121,270	0	121,270	39,793.84	.00	81,476.16	32.8%
1110606	5560	DEF EXP	3,043	0	3,043	1,596.07	.00	1,446.93	52.5%
1110606	6130	TRANS	25,000	0	25,000	1,985.59	.00	23,014.41	7.9%
1110606	6131	GAS, OIL	231,417	0	231,417	77,955.50	.00	153,461.50	33.7%
1110606	6231	BASE RADIO	17,000	0	17,000	.00	.00	17,000.00	.0%
1110606	6232	EER	0	0	0	9,725.95	.00	-9,725.95	100.0%
1110606	6314	AMMO	55,922	0	55,922	43,857.00	.00	12,065.00	78.4%
1110606	6501	TRAIN SUP	6,000	0	6,000	1,815.89	.00	4,184.11	30.3%
1110606	6509	BOOKS	130,107	0	130,107	34,784.61	.00	95,322.39	26.7%
1110606	6512	TRAINING	57,200	0	57,200	17,064.38	.00	40,135.62	29.8%
1110606	6905	MED SUP	3,500	0	3,500	2,862.80	.00	637.20	81.8%
1110606	6908	UNIFORMS	37,000	0	37,000	29,021.64	.00	7,978.36	78.4%
1110606	6910	CRIM INV	40,470	0	40,470	33,584.91	.00	6,885.09	83.0%
1110606	6911	CANINE	30,000	0	30,000	5,873.72	.00	24,126.28	19.6%
1110606	6950	MISC EXP	0	0	0	21.24	.00	-21.24	100.0%
1110606	7345	VEH	640,000	0	640,000	1,223.98	.00	638,776.02	.2%
1110606	7350	OFFICE EQ	4,000	0	4,000	.00	.00	4,000.00	.0%
1110606	7360	SAFETY	18,400	0	18,400	6,891.63	.00	11,508.37	37.5%
1110606	7366	ESU	14,400	0	14,400	4,245.99	.00	10,154.01	29.5%
1110606	7367	DIVE TEAM	5,500	0	5,500	1,922.94	.00	3,577.06	35.0%
1110606	7368	HGUARD	2,500	0	2,500	3,528.72	.00	-1,028.72	141.1%
1110606	7369	VIPS	2,000	0	2,000	89.95	.00	1,910.05	4.5%
TOTAL SHER-LAW ENFORCEMENT			7,824,255	0	7,824,255	3,523,880.54	.00	4,300,374.46	45.0%

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FOR 2026 06									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			ENCUMBRANCES	AVAILABLE	PCT	
11 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD	EXPENDED		BUDGET	USED	
1110607 SHER-CORRECTIONS DIV									
1110607 5120 WAGES FT	9,606,544	0	9,606,544	5,264,464.65		.00	4,342,079.35	54.8%	
1110607 5205 WAGES PT	0	0	0	6,692.90		.00	-6,692.90	100.0%	
1110607 5401 OVERTIME	1,636,032	0	1,636,032	542,945.31		.00	1,093,086.69	33.2%	
1110607 5510 MED EXP	2,376,635	0	2,376,635	1,171,027.28		.00	1,205,607.72	49.3%	
1110607 5520 MSR EXP	1,326,624	0	1,326,624	651,807.77		.00	674,816.23	49.1%	
1110607 5530 FICA EXP	860,057	0	860,057	430,095.09		.00	429,961.91	50.0%	
1110607 5540 WC EXP	286,000	0	286,000	93,849.14		.00	192,150.86	32.8%	
1110607 5560 DEF EXP	19,899	0	19,899	3,298.25		.00	16,600.75	16.6%	
1110607 6130 TRANS	14,500	0	14,500	7,695.43		.00	6,804.57	53.1%	
1110607 6131 GAS, OIL	27,500	0	27,500	8,623.52		.00	18,876.48	31.4%	
1110607 6132 VEH REPAIR	10,000	0	10,000	11,240.06		.00	-1,240.06	112.4%	
1110607 6231 BASE RADIO	3,500	0	3,500	5,961.33		.00	-2,461.33	170.3%	
1110607 6300 AUDIT	2,000	0	2,000	2,000.00		.00	.00	100.0%	
1110607 6301 PROF SVC	5,000	0	5,000	4,825.50		.00	174.50	96.5%	
1110607 6302 LEGAL SERV	20,000	0	20,000	13,951.00		.00	6,049.00	69.8%	
1110607 6303 CONTRACT S	4,095,000	0	4,095,000	1,932,005.84		.00	2,162,994.16	47.2%	
1110607 6303 CCJ CONTRACT S	0	0	0	123,254.49		.00	-123,254.49	100.0%	
1110607 6304 SECURITY	2,000	0	2,000	130.80		.00	1,869.20	6.5%	
1110607 6400 INS BLDG	100,234	0	100,234	26,433.91		.00	73,800.09	26.4%	
1110607 6401 INS LIAB	194,633	0	194,633	51,327.97		.00	143,305.03	26.4%	
1110607 6402 INS VEH	18,890	0	18,890	4,981.85		.00	13,908.15	26.4%	
1110607 6500 OFFICE SUP	20,000	0	20,000	14,276.09		.00	5,723.91	71.4%	
1110607 6501 TRAIN SUP	12,000	0	12,000	20.00		.00	11,980.00	.2%	
1110607 6502 CLEAN SUP	0	0	0	58.49		.00	-58.49	100.0%	
1110607 6504 MAINT SUP	15,500	0	15,500	2,872.42		.00	12,627.58	18.5%	
1110607 6505 PRINTING	1,000	0	1,000	331.26		.00	668.74	33.1%	
1110607 6506 POSTAL	5,500	0	5,500	8,714.27		.00	-3,214.27	158.4%	
1110607 6507 ADVERTISIN	1,000	0	1,000	.00		.00	1,000.00	.0%	
1110607 6508 DUES	1,550	0	1,550	389.68		.00	1,160.32	25.1%	
1110607 6509 BOOKS	0	0	0	342.86		.00	-342.86	100.0%	
1110607 6510 TOOLS	3,750	0	3,750	6,487.19		.00	-2,737.19	173.0%	
1110607 6511 EQUIP RENT	12,600	0	12,600	3,866.59		.00	8,733.41	30.7%	
1110607 6512 TRAINING	36,100	0	36,100	56,144.68		.00	-20,044.68	155.5%	
1110607 6514 MAINTENANC	43,000	0	43,000	53,061.92		.00	-10,061.92	123.4%	
1110607 6600 CLEANING	100,000	0	100,000	41,837.02		.00	58,162.98	41.8%	
1110607 6601 SNOW REM	6,000	0	6,000	.00		.00	6,000.00	.0%	
1110607 6602 LOTS/GROUN	3,000	0	3,000	883.79		.00	2,116.21	29.5%	
1110607 6603 BLD/STRUC	25,000	0	25,000	-24,471.30		.00	49,471.30	-97.9%	
1110607 6604 HEATING	45,000	0	45,000	12,656.76		.00	32,343.24	28.1%	
1110607 6605 ELECTRICAL	45,000	0	45,000	5,278.22		.00	39,721.78	11.7%	

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FOR 2026 06			ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
ACCOUNTS	FOR:	GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED
1110607	6606	PAINTING	15,000	0	15,000	1,278.59	.00	13,721.41	8.5%
1110607	6607	PLUMBING	14,000	0	14,000	8,463.80	.00	5,536.20	60.5%
1110607	6609	EQUIPMENT	3,500	0	3,500	18,102.35	.00	-14,602.35	517.2%
1110607	6800	TELEPHONE	2,300	0	2,300	16,941.28	.00	-14,641.28	736.6%
1110607	6801	ELECTRICIT	200,000	0	200,000	158,655.68	.00	41,344.32	79.3%
1110607	6802	GAS UTIL	175,000	0	175,000	78,037.14	.00	96,962.86	44.6%
1110607	6803	WATER	19,775	0	19,775	12,253.04	.00	7,521.96	62.0%
1110607	6804	SEWER	130,000	0	130,000	88,250.80	.00	41,749.20	67.9%
1110607	6805	RUBBISH	29,500	0	29,500	16,819.39	.00	12,680.61	57.0%
1110607	6806	FUEL OIL	3,000	0	3,000	562.83	.00	2,437.17	18.8%
1110607	6902	ALT SENT	5,610	0	5,610	173.25	.00	5,436.75	3.1%
1110607	6903	FOOD	800,000	0	800,000	556,299.18	.00	243,700.82	69.5%
1110607	6904	INST	39,000	0	39,000	19,308.65	.00	19,691.35	49.5%
1110607	6907	CLOTH PRIS	29,000	0	29,000	20,443.57	.00	8,556.43	70.5%
1110607	6908	UNIFORMS	65,000	0	65,000	43,985.94	.00	21,014.06	67.7%
1110607	6912	BOOK SUP	15,000	0	15,000	7,483.77	.00	7,516.23	49.9%
1110607	6914	NON FOOD	45,000	0	45,000	48,467.59	.00	-3,467.59	107.7%
1110607	6917	PREA	13,000	0	13,000	8,935.00	.00	4,065.00	68.7%
1110607	6950	MISC EXP	335,000	0	335,000	176,050.20	.00	158,949.80	52.6%
1110607	7305	BLDG IMP	9,000	0	9,000	.00	.00	9,000.00	.0%
1110607	7325	FURNITURE	11,000	0	11,000	.00	.00	11,000.00	.0%
1110607	7345	VEHICLES	40,800	0	40,800	.00	.00	40,800.00	.0%
1110607	7350	OFFICE EQ	3,500	0	3,500	7.88	.00	3,492.12	.2%
1110607	7355	COMP HARD	30,000	0	30,000	5,003.14	3,651.96	21,344.90	28.9%
1110607	7360	SAFETY	25,000	0	25,000	9,417.45	.00	15,582.55	37.7%
1110607	9954	C DRUG KIT	10,000	0	10,000	3,945.68	.00	6,054.32	39.5%
TOTAL SHER-CORRECTIONS DIV			23,049,033	0	23,049,033	11,838,248.23	3,651.96	11,207,132.81	51.4%

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FOR 2026 06

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11 GENERAL FUND							
1110608 SHER-CIVIL DIVISION							
1110608 5120 WAGES FT	348,665	0	348,665	141,010.86	.00	207,654.14	40.4%
1110608 5401 OVERTIME	0	0	0	3,163.61	.00	-3,163.61	100.0%
1110608 5510 MED EXP	50,771	0	50,771	30,730.82	.00	20,040.18	60.5%
1110608 5520 MSR EXP	25,501	0	25,501	12,532.75	.00	12,968.25	49.1%
1110608 5530 FICA EXP	20,509	0	20,509	11,424.10	.00	9,084.90	55.7%
1110608 5540 WC EXP	9,424	0	9,424	3,092.32	.00	6,331.68	32.8%
1110608 5560 DEF EXP	0	0	0	2,049.70	.00	-2,049.70	100.0%
1110608 6130 TRANS	37,000	0	37,000	23,984.47	.00	13,015.53	64.8%
1110608 6500 OFFICE SUP	1,500	0	1,500	490.63	.00	1,009.37	32.7%
1110608 6505 PRINTING	750	0	750	141.00	.00	609.00	18.8%
1110608 6506 POSTAL	13,460	0	13,460	4,770.60	.00	8,689.40	35.4%
1110608 6512 TRAINING	1,000	0	1,000	333.15	.00	666.85	33.3%
1110608 6800 TELEPHONE	2,007	0	2,007	675.84	.00	1,331.16	33.7%
1110608 6908 UNIFORMS	1,600	0	1,600	1,900.07	.00	-300.07	118.8%
1110608 7350 OFFICE EQ	2,000	0	2,000	.00	.00	2,000.00	.0%
TOTAL SHER-CIVIL DIVISION	514,187	0	514,187	236,299.92	.00	277,887.08	46.0%

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FOR 2026 06

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11 GENERAL FUND							
11107 REGISTRY OF DEEDS							
11107 5120 WAGES FT	480,958	0	480,958	218,616.57	.00	262,341.43	45.5%
11107 5510 MED EXP	140,934	0	140,934	67,069.97	.00	73,864.03	47.6%
11107 5520 MSR EXP	36,663	0	36,663	15,931.50	.00	20,731.50	43.5%
11107 5530 FICA EXP	36,793	0	36,793	15,904.68	.00	20,888.32	43.2%
11107 5540 WC EXP	2,328	0	2,328	1,124.74	.00	1,203.26	48.3%
11107 5560 DEF EXP	1,862	0	1,862	902.55	.00	959.45	48.5%
11107 6130 TRANS	5,500	0	5,500	316.84	.00	5,183.16	5.8%
11107 6500 OFFICE SUP	6,000	0	6,000	1,543.81	.00	4,456.19	25.7%
11107 6505 PRINTING	700	0	700	209.31	.00	490.69	29.9%
11107 6506 POSTAL	12,000	0	12,000	6,542.19	.00	5,457.81	54.5%
11107 6508 DUES	500	0	500	480.00	.00	20.00	96.0%
11107 6512 TRAINING	2,500	0	2,500	671.50	.00	1,828.50	26.9%
11107 6513 LEASES	120,000	0	120,000	50,711.34	.00	69,288.66	42.3%
11107 6800 TELEPHONE	7,500	0	7,500	2,432.76	.00	5,067.24	32.4%
11107 7350 OFFICE EQU	4,000	0	4,000	1,140.11	.00	2,859.89	28.5%
TOTAL REGISTRY OF DEEDS	858,238	0	858,238	383,597.87	.00	474,640.13	44.7%

BUDGET REPORT FY26
EXPENSES THRU DECEMBER 31, 2025

FOR 2026 06

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11 GENERAL FUND							
11108 REGISTRY OF PROBATE							
11108 5120 WAGES FT	530,169	0	530,169	227,302.36	.00	302,866.64	42.9%
11108 5205 WAGES PT	0	0	0	35,260.88	.00	-35,260.88	100.0%
11108 5510 MED EXP	128,676	0	128,676	56,547.11	.00	72,128.89	43.9%
11108 5520 MSR EXP	31,215	0	31,215	15,173.99	.00	16,041.01	48.6%
11108 5530 FICA EXP	40,558	0	40,558	19,876.74	.00	20,681.26	49.0%
11108 5540 WC EXP	1,522	0	1,522	499.56	.00	1,022.44	32.8%
11108 5560 DEF EXP	7,602	0	7,602	1,300.00	.00	6,302.00	17.1%
11108 6130 TRANS	1,500	0	1,500	347.49	.00	1,152.51	23.2%
11108 6301 PROF SVC	7,000	0	7,000	2,875.75	.00	4,124.25	41.1%
11108 6305 STENO	1,250	0	1,250	.00	.00	1,250.00	.0%
11108 6306 ATTY EXP	130,000	0	130,000	65,960.66	.00	64,039.34	50.7%
11108 6401 INS LIAB	500	0	500	283.65	.00	216.35	56.7%
11108 6500 OFFICE SUP	8,000	0	8,000	3,825.78	.00	4,174.22	47.8%
11108 6505 PRINTING	1,000	0	1,000	949.14	.00	50.86	94.9%
11108 6506 POSTAL	15,000	0	15,000	8,915.11	.00	6,084.89	59.4%
11108 6507 ADVERTISIN	9,000	0	9,000	5,589.00	.00	3,411.00	62.1%
11108 6508 DUES	600	0	600	450.00	.00	150.00	75.0%
11108 6509 BOOKS	8,000	0	8,000	3,031.93	.00	4,968.07	37.9%
11108 6512 TRAINING	1,000	0	1,000	120.00	.00	880.00	12.0%
11108 6513 LEASES	1,400	0	1,400	573.15	.00	826.85	40.9%
11108 6700 ABSTRACT	20,000	0	20,000	7,352.00	.00	12,648.00	36.8%
11108 6800 TELEPHONE	950	0	950	1,379.07	.00	-429.07	145.2%
11108 6807 VIS EXP	40,000	0	40,000	16,900.00	.00	23,100.00	42.3%
TOTAL REGISTRY OF PROBATE	984,942	0	984,942	474,513.37	.00	510,428.63	48.2%

BUDGET REPORT FY26
EXPENSES THRU DECEMBER 31, 2025

FOR 2026 06									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			ENCUMBRANCES	AVAILABLE	PCT	
11 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD	EXPENDED		BUDGET	USED	
11109 FINANCE OFFICE									
11109 5120 WAGES FT	427,015	0	427,015	202,701.36		.00	224,313.64	47.5%	
11109 5401 OVERTIME	515	0	515	1,112.92		.00	-597.92	216.1%	
11109 5510 MED EXP	71,931	0	71,931	41,284.79		.00	30,646.21	57.4%	
11109 5520 MSR EXP	35,402	0	35,402	20,664.35		.00	14,737.65	58.4%	
11109 5530 FICA EXP	25,731	0	25,731	15,469.63		.00	10,261.37	60.1%	
11109 5540 WC EXP	1,522	0	1,522	499.56		.00	1,022.44	32.8%	
11109 6130 TRANS	3,000	0	3,000	115.73		.00	2,884.27	3.9%	
11109 6300 AUDIT	32,000	0	32,000	13,575.00		.00	18,425.00	42.4%	
11109 6500 OFFICE SUP	4,000	0	4,000	1,985.53		.00	2,014.47	49.6%	
11109 6505 PRINTING	550	0	550	199.00		.00	351.00	36.2%	
11109 6506 POSTAL	5,500	0	5,500	3,223.60		.00	2,276.40	58.6%	
11109 6508 DUES	1,700	0	1,700	50.00		.00	1,650.00	2.9%	
11109 6512 TRAINING	3,200	0	3,200	334.72		.00	2,865.28	10.5%	
11109 6514 MAINT CONT	100,432	0	100,432	86,576.09		.00	13,855.91	86.2%	
11109 6800 TELEPHONE	2,500	0	2,500	1,364.63		.00	1,135.37	54.6%	
11109 6950 MISC EXP	0	0	0	349.71		.00	-349.71	100.0%	
11109 7325 FURNITURE	1,000	0	1,000	.00		.00	1,000.00	.0%	
TOTAL FINANCE OFFICE	715,998	0	715,998	389,506.62		.00	326,491.38	54.4%	

BUDGET REPORT FY26
EXPENSES THRU DECEMBER 31, 2025

FOR 2026 06

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11 GENERAL FUND							
11110 CCRCC COOMUNICATIONS							
11110 5120 WAGES FT	2,350,186	0	2,350,186	1,211,268.93	.00	1,138,917.07	51.5%
11110 5401 OVERTIME	229,160	0	229,160	104,381.86	.00	124,778.14	45.5%
11110 5510 MED EXP	619,561	0	619,561	285,173.16	.00	334,387.84	46.0%
11110 5520 MSR EXP	267,526	0	267,526	158,824.34	.00	108,701.66	59.4%
11110 5530 FICA EXP	197,320	0	197,320	97,271.02	.00	100,048.98	49.3%
11110 5540 WC EXP	7,481	0	7,481	2,769.64	.00	4,711.36	37.0%
11110 6130 TRANS	15,000	0	15,000	4,962.33	.00	10,037.67	33.1%
11110 6131 GAS, OIL	400	0	400	58.12	.00	341.88	14.5%
11110 6230 RADIO SITE	120,955	0	120,955	109,210.61	.00	11,744.39	90.3%
11110 6231 BASE RADIO	10,000	0	10,000	11,194.29	.00	-1,194.29	111.9%
11110 6301 PROF SVC	5,000	0	5,000	4,607.82	.00	392.18	92.2%
11110 6401 INS-LIAB	330	0	330	125.20	.00	204.80	37.9%
11110 6500 OFFICE SUP	7,000	0	7,000	1,585.99	.00	5,414.01	22.7%
11110 6505 PRINING	750	0	750	287.00	.00	463.00	38.3%
11110 6506 POSTAL	250	0	250	71.96	.00	178.04	28.8%
11110 6508 DUES	3,500	0	3,500	1,012.00	.00	2,488.00	28.9%
11110 6509 BOOKS	500	0	500	.00	.00	500.00	.0%
11110 6512 TRAINING S	38,000	0	38,000	9,573.60	.00	28,426.40	25.2%
11110 6513 LEASES	126,872	0	126,872	90,632.62	.00	36,239.38	71.4%
11110 6800 TELEPHONE	20,000	0	20,000	9,827.92	.00	10,172.08	49.1%
11110 6908 UNIFORMS	7,000	0	7,000	1,941.86	.00	5,058.14	27.7%
11110 6950 MISC EXP	0	0	0	325.16	.00	-325.16	100.0%
11110 7350 OFFICE EQ	1,000	0	1,000	53.57	.00	946.43	5.4%
TOTAL CCRCC COOMUNICATIONS	4,027,791	0	4,027,791	2,105,159.00	.00	1,922,632.00	52.3%

BUDGET REPORT FY26
EXPENSES THRU DECEMBER 31, 2025

FOR 2026 06									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			ENCUMBRANCES	AVAILABLE	PCT	
11 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD	EXPENDED		BUDGET	USED	
11111 PUBLIC HEALTH									
11111 5120 WAGES FT	151,810	0	151,810	74,794.16		.00	77,015.84	49.3%	
11111 5205 WAGES PT	73,423	0	73,423	36,307.20		.00	37,115.80	49.4%	
11111 5510 MED EXP	40,006	0	40,006	28,761.04		.00	11,244.96	71.9%	
11111 5520 MSR EXP	15,333	0	15,333	7,629.08		.00	7,703.92	49.8%	
11111 5530 FICA EXP	17,231	0	17,231	7,824.90		.00	9,406.10	45.4%	
11111 5540 WC EXP	500	0	500	.00		.00	500.00	.0%	
11111 5560 DEF EXP	5,874	0	5,874	2,904.57		.00	2,969.43	49.4%	
11111 6130 TRANS	3,900	0	3,900	2,966.51		.00	933.49	76.1%	
11111 6500 OFFICE SUP	100	0	100	266.91		.00	-166.91	266.9%	
11111 6503 COMP SOFT	0	0	0	317.79		.00	-317.79	100.0%	
11111 6506 POSTAL	0	0	0	1.03		.00	-1.03	100.0%	
11111 6508 DUES	2,300	0	2,300	2,120.00		.00	180.00	92.2%	
11111 6512 TRAINING	1,075	0	1,075	694.67		.00	380.33	64.6%	
11111 6800 TELEPHONE	900	0	900	1,174.82		.00	-274.82	130.5%	
11111 6903 FOOD	0	0	0	432.76		.00	-432.76	100.0%	
11111 6950 MISC EXP	11,000	0	11,000	912.33		.00	10,087.67	8.3%	
11111 6950 PHPCC MISC EXP	0	0	0	776.25		.00	-776.25	100.0%	
TOTAL PUBLIC HEALTH	323,452	0	323,452	167,884.02		.00	155,567.98	51.9%	

BUDGET REPORT FY26
EXPENSES THRU DECEMBER 31, 2025

FOR 2026 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD	EXPENDED	ENCUMBRANCES	AVAILABLE	PCT
11 GENERAL FUND	APPROP	ADJSTMTS	BUDGET				BUDGET	USED
11120 DEBT								
11120 9103 CC 1993	364,971	0	364,971		.00	.00	364,971.00	.0%
11120 9104 CIP PRIN	915,546	0	915,546	500,546.40		.00	414,999.60	54.7%
11120 9109 CIP INT	367,383	0	367,383	121,136.27		.00	246,246.73	33.0%
11120 9113 CIV CTR	1,530,000	0	1,530,000		.00	.00	1,530,000.00	.0%
11120 9202 CC INTERES	579,245	0	579,245		.00	.00	579,245.00	.0%
TOTAL DEBT	3,757,145	0	3,757,145	621,682.67		.00	3,135,462.33	16.5%

BUDGET REPORT FY26
 EXPENSES THRU DECEMBER 31, 2025

FOR 2026 06								
ACCOUNTS FOR:	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11130 COUNTY GRANTS								
11130 8002	CC EXT	125,000	0	125,000	.00	.00	125,000.00	.0%
11130 8003	SOIL	18,000	0	18,000	.00	.00	18,000.00	.0%
11130 8005	PORTLAND	10,000	0	10,000	.00	.00	10,000.00	.0%
TOTAL COUNTY GRANTS		153,000	0	153,000	.00	.00	153,000.00	.0%

BUDGET REPORT FY26
EXPENSES THRU DECEMBER 31, 2025

FOR 2026 06									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD	EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
11 GENERAL FUND	APPROP	ADJSTMTS	BUDGET				BUDGET	USED	
11131 HUMAN SERVICES									
11131 8500 HUMAN SERV	115,000	0	115,000	100,000.00		.00	15,000.00	87.0%	
TOTAL HUMAN SERVICES	115,000	0	115,000	100,000.00		.00	15,000.00	87.0%	

BUDGET REPORT FY26
 EXPENSES THRU DECEMBER 31, 2025

FOR 2026 06									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			ENCUMBRANCES	AVAILABLE	PCT	
11 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD	EXPENDED		BUDGET	USED	
11140 MISCELLANEOUS									
11140 5520 MSR EXP	10,000	0	10,000	5,685.36		.00	4,314.64	56.9%	
11140 5550 UNEMPLOY	5,000	0	5,000	13,835.31		.00	-8,835.31	276.7%	
TOTAL MISCELLANEOUS	15,000	0	15,000	19,520.67		.00	-4,520.67	130.1%	

BUDGET REPORT FY26
EXPENSES THRU DECEMBER 31, 2025

FOR 2026 06								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
11 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED	
11141 MISCELLANEOUS								
11141 5120 WAGES FT	120,000	0	120,000	.00	.00	120,000.00	.0%	
11141 5501 TERM PAY	435,000	0	435,000	.00	.00	435,000.00	.0%	
11141 5502 CONT	45,000	0	45,000	.00	.00	45,000.00	.0%	
11141 9498 REF & INFO	170,000	0	170,000	25,817.53	.00	144,182.47	15.2%	
11141 9500 CC SUBSIDY	680,000	0	680,000	3,164.00	.00	676,836.00	.5%	
11141 9526 CIP COUNTY	299,600	0	299,600	.00	.00	299,600.00	.0%	
TOTAL MISCELLANEOUS	1,749,600	0	1,749,600	28,981.53	.00	1,720,618.47	1.7%	
TOTAL GENERAL FUND	55,713,430	6,052	55,719,482	25,704,620.37	9,703.70	30,005,157.67	46.1%	
TOTAL EXPENSES	55,713,430	6,052	55,719,482	25,704,620.37	9,703.70	30,005,157.67		

BUDGET REPORT FY26
EXPENSES THRU DECEMBER 31, 2025

FOR 2026 06

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	55,713,430	6,052	55,719,482	25,704,620.37	9,703.70	30,005,157.67	46.1%

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

BUDGET REPORT FY26
EXPENSES THRU DECEMBER 31, 2025

REPORT OPTIONS

	Field #	Total	Page Break
Sequence 1	1	Y	Y
Sequence 2	9	Y	Y
Sequence 3	0	N	N
Sequence 4	0	N	N

Report title:
BUDGET REPORT FY26

Includes accounts exceeding 0% of budget.
 Print totals only: N
 Print Full or Short description: S
 Print full GL account: N
 Format type: 1
 Double space: N
 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

Year/Period: 2026/ 6
 Print MTD Version: N

Roll projects to object: N
 Carry forward code: 1

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	



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-010

Agenda Date: 2/17/2026

Sheriff's Office Commissions December 12, 2025 through January 31, 2026

Sheriff's Office Commissions December 12, 2025 through January 31, 2026

Sheriff's Office Commissions December 12, 2025 through January 31, 2026



Cumberland County Sheriff's Office

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

36 COUNTY WAY, PORTLAND, ME 04102

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

TO: CUMBERLAND COUNTY COMMISSIONERS

FROM: SHERIFF KEVIN JOYCE

DATE: FEBRUARY 3, 2026

SUBJECT: SHERIFF'S OFFICE COMMISSIONS DECEMBER 10TH, 2025 – JANUARY 31ST, 2026

Agency

Officer

CCSO

George Kariotis
Jared Smith

Falmouth

Ian Barker
John Morrison

Westbrook

Vincent Greco
Evan Haskell
Scott Johnsen
Henry Johnson
Nathan Mandeville
Callie Pollet
Noor Shidad

Yarmouth

Sophia Swiatek





Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-011

Agenda Date: 2/17/2026

Agenda Item Request:

Appoint Chair Patti Smith as the Commissioners appointee for the review and sign-off of the County's weekly warrants for calendar year 2026.

Background and Purpose of Request:

This item was brought up by the Auditors this past fall as they noticed that only the Chair was signing off on the weekly warrants. They requested the policy allowing for one signature, representing five Commissioners. The County did not have one. In a response, the Commissioners amended the *Cumberland County Government By-laws* to clearly establish the authority and procedures for one Board member to sign County Treasurer disbursement warrants. Under this proposed amendment, a majority of the members of the Board may delegate review, approval, and signature authority to one Board member so that the designated Board member may approve disbursement warrants individually and outside of a public Board meeting.

Historically, the Chair has been delegated (informally) to review and sign the Treasure disbursement warrants. By appointing Chair Smith, this practice will continue.

By-Law Section:

3.8.1.3.5 The Board may vote to delegate authority to the Chair of the Board, or his or her designee, to act on behalf of the Board to review, approve, and sign County Treasurer's disbursement warrants outside of a public meeting of the Board. The authority delegated to one board is in addition to, not in lieu of, majority power. A majority of the members of the Board may override the delegation of authority by requesting that the full Board review, approve, and sign a disbursement warrant at any time.

Effective Date: February 17, 2026

Attachments: 2025 Amended Commissioner By-Laws

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

TO:	Board of County Commissioners
FROM:	James H. Gailey
DATE:	February 17, 2026
SUBJECT:	Appointment of Chair to Review Weekly Warrants

Requested Action:

Appoint Chair Patti Smith as the Commissioners appointee for the review and sign-off of the County's weekly warrants for calendar year 2026.

Background & Purpose of Request:

This item was brought up by the Auditors this past fall as they noticed that only the Chair was signing off on the weekly warrants. They requested the policy allowing for one signature, representing five Commissioners. The County did not have one. In a response, the Commissioners amended the *Cumberland County Government By-laws* to clearly establish the authority and procedures for one Board member to sign County Treasurer disbursement warrants. Under this proposed amendment, a majority of the members of the Board may delegate review, approval, and signature authority to one Board member so that the designated Board member may approve disbursement warrants individually and outside of a public Board meeting.

Historically, the Chair has been delegated (informally) to review and sign the Treasure disbursement warrants. By appointing Chair Smith, this practice will continue.

By-Law Section:

3.8.1.3.5 The Board may vote to delegate authority to the Chair of the Board, or his or her designee, to act on behalf of the Board to review, approve, and sign County Treasurer's disbursement warrants outside of a public meeting of the Board. The authority delegated to one board is in addition to, not in lieu of, majority power. A majority of the members of the Board may override the delegation of authority by requesting that the full Board review, approve, and sign a disbursement warrant at any time.

Effective Date: February 17, 2026

Attachments:



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-012

Agenda Date: 2/17/2026

Agenda Item Request:

Authorization of the County Manager to execute a purchase agreement with Metro for discounted transit passes for the Mobility, Access, and Transportation (MATI) project.

Background and Purpose of Request:

Requestor: Liz Blackwell-Moore, Director of Public Health

In September 2025, Cumberland County Public Health (CCPH) was awarded \$700,000 from the University of Minnesota's Center for Transportation Studies to implement a two-year mobility management demonstration and research project called Mobility, Access, and Transportation Insecurity (MATI). The project requires CCPH to purchase transit passes for participants. The purchase agreement attached outlines that Metro has agreed to provide transit passes for MATI participants at a discounted rate of 50% and will not bill the County for more than \$135,900 for 300 monthly passes for 18 months.

Effective Date if Applicable:

March 1, 2026

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

TO:	Cumberland County Commissioners
FROM:	Liz Blackwell-Moore
DATE:	2/11/26
SUBJECT:	Purchase agreement with Metro for CCPH Transit Pass Program

Requested Action:

Authorize the County Manager to sign a purchase agreement with Metro for discounted transit passes for the Mobility, Access, and Transportation (MATI) project.

Background & Purpose of Request:

In September 2025, Cumberland County Public Health (CCPH) was awarded \$700,000 from the University of Minnesota’s Center for Transportation Studies to implement a two-year mobility management demonstration and research project called Mobility, Access, and Transportation Insecurity (MATI). The project requires CCPH to purchase transit passes for participants. The purchase agreement attached outlines that Metro has agreed to provide transit passes for MATI participants at a discounted rate of 50% and will not bill the County for more than \$135,900 for 300 monthly passes for 18 months.

Funding Amount and Source: none

Effective Date: 3/1/26

Attachments:

Metro County MATI pass purchase agreement

**Professional Services Agreement for
CUMBERLAND COUNTY PUBLIC HEALTH
TRANSIT PASS PROGRAM**

Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

Effective Date:	March 1, 2026	
Expiration Date:	September 30, 2027	
Buyer:	County of Cumberland (“Buyer”)	
Buyer’s Headquarters:	27 Northport Drive, Portland, ME 04103	
Buyer’s Designee:	Name:	Liz Blackwell-Moore
	Title:	Public Health Director
	Address:	27 Northport Drive, Portland, ME 04103
	Phone:	
	Email:	blackwell-moore@cumberlandcounty.org
Buyer’s Pass Holders: (e.g., employees, students, tenants, lessees, occupants)	MATI Program Participants	
Discounted Fare Percentage:		75% - Buyer is a private or for-profit entity
		66.6% - Buyer is a public or nonprofit entity
	<input checked="" type="checkbox"/>	50% - Buyer is a public or nonprofit entity; Pass Holders are minors
Boardings Payment Caps, not to exceed the amount of:	\$135,900.00	
Dirigo Transit Pass Type:	<input checked="" type="checkbox"/>	Dirigo Smart Card
		Mobile App
		Authorized Buyer ID
Dirigo Smart Card Initial Supply (at no charge):	300 individual passes	
Additional/Replacement Per Diem Card Cost:	First replacement at no cost to Buyer. There will be a \$5.00 fee paid by Buyer for second and subsequent replacements.	

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and entered into as of March 01, 2026 by and between County of Cumberland, (the Buyer”) and Greater Portland Metro Transit District, a Maine public transit district with a principal place of business at 114 Valley Street in Portland, Maine (“METRO”) (collectively, the “Parties”).

RECITALS

WHEREAS, METRO is a participant in a regional fare payment system known as the Dirigo UMO Fare Payment System in partnership with certain Transit Partners, as defined hereinbelow; and

WHEREAS, the Parties have agreed upon terms for METRO to provide free and unlimited access public transit passes to Buyer for distribution to Buyer’s Pass Holders for the purpose of using the public transportation services operated by METRO and its Transit Partners (the “Transit Pass Program”).

NOW, THEREFORE, in consideration of the payments and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

the Parties agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and shall expire at the earlier of (i) the termination of this Agreement in accordance with its terms or (ii) the Expiration Date (the “Initial Term”). This Agreement may be renewed for a term of one year by written agreement of the Parties prior to the end of the Initial Term or, as applicable, any Renewal Term (each, a “Renewal Term,” and collectively with the Initial Term, the “Term”).

2. Scope of Services.

A. **Transit Passes.** METRO agrees to grant all qualified Pass Holders the privilege to ride on the systems of public transportation (including all existing and future public transit routes) operated by METRO and its Transit Partners as part of the regional transit fare payment system known as the Dirigo UMO Fare Payment System (the “Dirigo Transit Routes”), upon the display or electronic validation of a duly issued Dirigo Transit Pass, subject to the conditions of ridership privileges set forth in Section 2.C of this Agreement.

For purposes of this Agreement, “Transit Partners” are the Biddeford-Saco-Old Orchard Beach Transit System, and any other public transit agency that owns and operates a separate system of public transportation now or in the future and has partnered with METRO to participate in the Dirigo Transit Routes.

Notwithstanding anything to the contrary in this Agreement, all decisions regarding the Transit Pass Program, the Dirigo Transit Routes, transit system design and service levels (including without limitation route alignments and transit stop placements) are at the sole discretion of METRO and the Transit Partners.

B. **Transit Program Eligibility.** Pass Holders’ eligibility for inclusion in the Transit Pass Program under this Agreement shall be determined by Buyer in its sole discretion.

C. **Conditions of Ridership Privileges.** Pass Holders shall have the privilege of riding the Dirigo Transit Routes during service hours upon the display or electronic validation of a duly issued Dirigo Transit Pass. Pass Holders shall at all times be required to observe all rules and regulations applicable generally to passengers of the Dirigo Transit Routes. METRO or a Transit Partner may revoke a Pass Holder’s privilege of ridership at any time, as METRO or the Transit Partner deems necessary or appropriate in its sole discretion. Upon request and to the extent allowed by applicable law, METRO shall provide or shall request its Transit Partners to provide after-the-fact written notice to Buyer for any such revocation of ridership privileges.

3. Payment.

A. **Discounted Fare.** Buyer agrees to pay METRO a Pass Holder per-boarding fare equal to the Discounted Fare Percentage of METRO’s or the Transit Partner’s full one-way cash fare charged to the general public in effect at the time of boarding (“Discounted Fare”). Refer to Exhibit A for the current METRO and Transit Partner fare pricing structure, which may be adjusted by METRO or its Transit Partners at any time during the Term in their sole discretion. Changes made to Exhibit A by METRO or its Transit Partners will take effect under this agreement in connection with the Buyer’s subsequent fiscal year. METRO shall notify Buyer of any changes to Exhibit A at least thirty (30) days before the effective date of such change.

The Discounted Fare shall be charged each time a Pass Holder boards a Dirigo Transit Route vehicle (without regard to the place of boarding, the place of disembarkation, or the distance traveled) until such time that any applicable Boardings Payment Caps are reached; thereafter,

METRO will continue to provide Pass Holders with free and unlimited access to the Dirigo Transit Routes for the remainder of the Boardings Payment Cap Term, subject to the provisions of Section 2.

- B. **Dirigo Transit Passes.** Buyer shall select the Type of Dirigo Transit Passes from those identified in the Definitions section, above. A Buyer ID may be used as a Dirigo Transit Pass only with METRO's prior authorization. If the Dirigo Transit Pass Type is a Dirigo Smart Card, METRO will provide Buyer with the Initial Supply of Dirigo Smart Cards at no charge upon Buyer's request. METRO will supply additional or replacement Dirigo Smart Cards to Buyer upon its request at the Additional/Replacement Per Diem Card Cost.
- C. **Invoices.** METRO shall invoice Buyer monthly in arrears for any additional or replacement Dirigo Smart Cards and actual Pass Holder boardings, up to any applicable Boardings Payment Cap, and Buyer shall pay all undisputed invoices, or portions thereof, within thirty-five (35) days after the date of the invoice. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.
- D. **Revenue Distribution.** METRO will be responsible for distributing to the Transit Partners any revenue associated with Pass Holder boardings that occur on Transit Partner systems.

4. Termination; Default.

- A. **Default by METRO.** In the event of any material breach of the terms of this Agreement by METRO, Buyer agrees to notify METRO in detail in writing of such breach and to give METRO a reasonable time, not to exceed sixty (60) days or such reasonable longer period as the circumstances may require if METRO is diligently pursuing a cure, to cure the breach to Buyer's reasonable satisfaction, before taking any steps to terminate this Agreement. If METRO fails or refuses to cure any breach as aforesaid, Buyer may terminate this Agreement upon seven (7) days' written notice to METRO in writing without further liability to METRO.
- B. **Default by Buyer.** In the event of any failure by Buyer to pay sums due hereunder when they are due, in addition to all other remedies available to it, METRO may notify Buyer in writing of such non-payment and if such non-payment is not cured by payment in full of all sums due within thirty five (35) days, may thereupon terminate this Agreement by giving Buyer written notice of termination, without further liability to Buyer hereunder. In the event of any material breach of the terms of this Agreement by Buyer other than the failure to pay money, METRO agrees to notify Buyer in detail in writing of such breach and to give Buyer a reasonable time, not to exceed sixty (60) days or such reasonable longer period as the circumstances may require if Buyer is diligently pursuing a cure, to cure the default to METRO's reasonable satisfaction, before taking any steps to terminate this Agreement. If Buyer fails or refuses to cure any breach as aforesaid, METRO may terminate this Agreement upon seven (7) days' written notice to Buyer in writing without further liability to Buyer.
- C. **Termination Without Cause.** Either Party may terminate this Agreement without cause, including for its convenience, providing that the terminating Party must provide at least ninety (90) days' written notice prior to the effective date of termination. Buyer shall compensate METRO for ridership services in accordance with Section 3 ("Payment") of this Agreement up to and including the date of termination.

D. **Compensation.** In the event of termination, METRO shall forthwith disable Buyer’s Pass Holder transit passes and ridership privileges. Buyer shall compensate METRO for ridership services in accordance with Section 3 (“Payment”) of this Agreement up to and including the date of termination.

5. **Amendment; Binding Effect.** Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, or terminated orally or in any manner other than by a written instrument signed by each of the Parties. Each Party represents and warrants to the other that it has the requisite power and authority to enter into and perform this Agreement, that it has been duly authorized thereunto, and that this Agreement is binding and enforceable according to its terms. This Agreement shall insure to the benefit of and be binding on the respective Parties and their respective successors and assigns.

6. **Administration of Agreement.** The Parties agree to work collaboratively in good faith to achieve the purposes of this Agreement and to attempt to informally address any problems or disagreements that arise. Buyer (through its Designee) and METRO (through its Chief Transportation Officer) shall meet annually to review the implementation of this Agreement, to discuss any previously unanticipated issues, to attempt to resolve any problems, and to attempt in good faith to negotiate amendments to this Agreement if needed to ensure that the Agreement will serve the mutual interests of the Parties. Any amendment to this Agreement must comply with Section 5 (“Amendment, Binding Effect”) of this Agreement. The Parties shall each designate a person responsible for day-to-day communication concerning the administration of this Agreement.

7. **Insurance.** During the term of this Agreement, METRO shall maintain insurance, including general liability, motor vehicle liability, and workers’ compensation insurance, in amounts equal to or greater than the coverage limit noted in the table directly below. Upon request by Buyer, METRO shall provide proof of such insurance to Buyer and shall name Buyer an additional insured on its policies.

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product’s and Completed Operations (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel

Certificates of Insurance for all of the above insurance shall be filed with:

Cumberland County Government
Liz Blackwell-Moore
27 Northport Drive
Portland, ME 04103

8. **Indemnification.** METRO, its successors and assigns, hereby agrees to indemnify and hold harmless Buyer, its successors and assigns, from any claim, costs, liability and expense to the extent arising from or attributable to any acts or omissions of the servants or employees of METRO in performing its

obligations pursuant to this Agreement. Nothing herein is intended, nor shall it be deemed, to expand or extend either Party's liability, or to waive any immunity, or any defenses or limitations of liability, to which it is entitled under the Maine Tort Claims Act, 14 M.R.S.A. § 8101 *et seq.* and other applicable law, and nothing in this Agreement shall be interpreted or operate in any practical effect to waive any such defenses, immunities, or limitations of liability with respect to claims by third parties. The provisions of this Section 8 ("Indemnification") shall survive the termination or expiration of this Agreement.

- 9. Dispute Resolution.** The Parties will make good faith efforts to first resolve informally and internally any legal controversy or claim ("Dispute") under this Agreement by escalating it to higher levels of management. If for any reason the Dispute is not informally resolved within thirty (30) days after delivery of written notice of the Dispute by the aggrieved Party to the other Party, any Party may serve on the other Party a written request for non-binding mediation of the Dispute. The mediation shall be conducted in Portland, Maine by one mediator mutually agreeable to the Parties, shall not exceed one full day or two half days in length, and shall be completed within thirty (30) days from the date of receipt of notice of a request for mediation by the last Party to receive notice. In the event that the Parties are unable to agree on a mediator within ten (10) days, or to resolve the dispute through mediation within thirty (30) days, the Parties reserve the right to file a civil action in a court of competent jurisdiction located in Cumberland County, governed by and construed in accordance with the laws of the State of Maine. This dispute resolution mechanism shall be binding upon the successors, assigns, foreclosing mortgagee, and any trustee or receiver of the Parties.

A Party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable damage. Despite any such action, the Parties will continue to participate in good faith in the procedures set forth in this Section 9 ("Dispute Resolution"). All applicable statutes of limitation will be tolled during the pendency of any Dispute Resolution hereunder, and the Parties agree to take such action, if any, required to effectuate such tolling.

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by METRO or Buyer shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

- 10. Notice.** Any notice that is required for purposes of this Agreement must be given in writing and is effective when received in person by the individual designated to receive notice, or after being mailed, post paid, by certified mail, to the individual designated to receive notice according to this Section 10 ("Notice"). The individual designated to receive notice for each Party is as follows:

METRO

Executive Director
Greater Portland Transit District
114 Valley Street
Portland, ME 04102
(207) 517-3025
gfenton@gpmetro.org

Buyer: Buyer's Designee, as identified in the Definitions section, above.

11. Governing Law; Other. This Agreement has been delivered and is intended to be performed in the State of Maine and shall be construed and enforced in accordance with the laws of Maine without regard to its conflict of laws provisions. In the event that any provision of this Agreement shall be held to be invalid, the other provisions hereof shall remain in full force and effect. This Agreement may be executed electronically and in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Non-Discrimination. At no time shall either Party discriminate against anyone on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information or veteran status. METRO agrees that it shall provide reasonable accommodations to individuals with disabilities in accordance with applicable laws.

13. Confidentiality; Trademarks. The Parties agree to implement and maintain reasonable safeguards to protect the security and confidentiality of Pass Holders' personally identifiable records and information, protect against anticipated threats to the security or integrity of such records and information, and protect against unauthorized access to, or use of, such records and information. METRO shall use such records and information only for the purposes for which the disclosure to METRO was made, and shall not use or disclose such records or information except as permitted or required by this Agreement or as required by law or a valid order of the court.

Neither Party shall use the other Party's name, symbols, trademarks, or service marks in external advertising, marketing, or promotional materials without the prior written consent of the other Party; provided that Buyer may use METRO's name in literature and other media distributed to Pass Holders and other public information in promoting the ridership of METRO to Pass Holders. Any use by a Party, without the approval of the other Party, of the name, symbols, trademarks or service marks of such other Party shall cease immediately upon the earlier written notice of such other party or termination of this Agreement.

14. Independence. For the purposes of this Agreement, METRO is an independent contractor of Buyer, not a partner, agent, or joint venture of Buyer and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either Party be bound by any representation, act, or omission whatsoever of the other Party.

15. No Assignment. This Agreement, or any part thereof, may not be assigned, transferred, or subcontracted by either Party without the prior written consent of the other Party.

16. Compliance with Applicable Law. In performing under this Agreement, METRO shall comply with all applicable Federal, State and local laws, regulations, and ordinances. METRO shall secure at its expense all licenses and permits required for performing under this Agreement.

17. Additional Terms and Conditions. The additional terms and conditions set forth in Exhibit B, Federal Transit Administration Required Contract Clauses, Certifications and Assurances if any, are attached hereto and made a part hereof as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this TRANSIT PASS PROGRAM AGREEMENT to be executed by their respective undersigned authorized officer as of _____.

By: COUNTY OF CUMBERLAND

Name: James Gailey

Signature:

Title: County Manager

Date:

By: GREATER PORTLAND TRANSIT DISTRICT (METRO)

Name: Glenn Fenton

Signature:

Title: Executive Director

Date:

**TRANSIT
PASS PROGRAM AGREEMENT EXHIBIT A**

**Current Board Adopted Fare Pricing Structure
&
Existing Transit Routes**

	LOCAL	EXPRESS	ZOOM
Full One-way Cash Fare	\$2.00	\$4.00	\$5.00
Transit Routes			
Metro Route 1	X		
Metro Route 2	X		
Metro Route 3	X		
Metro Route 4	X		
Metro Route 5	X		
Metro Route 7	X		
Metro Route 8	X		
Metro Route 9	X		
Metro Route 21	X		
Metro Route 24A	X		
Metro Route 24B	X		
Metro BREEZ		X	
Metro Husky Line	X		
BSOOB Route 50 (Orange)	X		
BSOOB Route 51 (Black)	X		
BSOOB Route 52 (White)	X		
BSOOB Route 60 (Green)	X		
BSOOB Zoom (Purple)			X

TRANSIT PASS PROGRAM AGREEMENT
EXHIBIT B Federal Transit Administration
Required Contract Clauses Certifications and
Assurances

Additional Terms

This Agreement is funded in whole or in part with federal financial assistance provided by the Federal Transit Administration (“FTA”) via the MATI grant from the University of Minnesota to Cumberland County. METRO agrees to comply with all applicable federal statutes, regulations, executive orders, FTA circulars, and policies governing third party contracts, including but not limited to those set forth in:

- The current FTA Master Agreement;
- FTA Circular 4220.1F, Third Party Contracting Guidance (or successor circular);
- 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards);
- 2 CFR Part 1201 (U.S. DOT adoption of Uniform Guidance);
- All other applicable U.S. DOT and FTA implementing regulations.

All FTA required contract clauses applicable to this Agreement are incorporated herein by reference and shall be deemed binding upon METRO as if fully set forth in this Agreement. In the event of a conflict between federal requirements and any other provision of this Agreement, the applicable federal requirement shall control.

METRO agrees that it shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the Recipient to be in violation of FTA requirements.

B. Federal Regulations: The following Federal Regulations are applicable to Cumberland County under the FTA, and METRO, shall, to the extent required for the use of funds described herein, comply with the requirements of the foregoing regulations:

B-1. Non-Appropriation:)): Notwithstanding any other provision of this Agreement, the Buyers obligations under this agreement are contingent upon the availability and continued appropriations of funds. If at any time during the Term, sufficient funds are not appropriated or otherwise made available to the buyer for the performance of this agreement, including but not limited to funding from the MATI grant from the University of Minnesota, or if such funds are de-appropriated, revoked, terminated, or rescinded, Buyer may terminate this agreement without penalty effective at the end of the fiscal period for which appropriations were received, without penalty or expense to Buyer, except as to the payments or portions thereof for which funds have been appropriated. The buyer shall provide written notice of such non appropriation as soon as reasonably practicable. Buyer shall be liable only for payment for services properly performed through the effective date of termination. For purposes of this Section, “non-appropriation” or “de-appropriation” means the failure of the governing body of Buyer to appropriate funds for the payment of Buyer’s obligations under this Agreement in accordance with applicable law and procedures.

B-2. No obligations by the federal government: The Federal Government is not a party to the agreement and is not subject to any obligations or liabilities to the County, METRO, or any other party pertaining to any matter resulting from the agreement.

B-3. Certification Regarding Lobbying(2 CFR 200.450): By signing this agreement, METRO, the Authorized Official, certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of METRO, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement in accordance with 2CFR 200.450.

- a. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. METRO shall require that the language of this certification be included in the award documents, if any, for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

B-4. Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180): By signing this Agreement, METRO's Authorized Official certifies, to the best of his/her knowledge and belief, that neither METRO nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

B-5. Audit and Access to Records: METRO agrees to provide the County, FTA Administrator, the Comptroller General of the United States, and any authorized representatives access to any books, documents, papers, and records of METRO that are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcripts. METRO shall maintain all records pertaining to this Agreement for a period of not less than three(3) years after final payment and closeout of the federal award, or longer if required due to litigation, audit, or claims. METRO certifies that it will provide the County with notice of any adverse findings that impact this Agreement. METRO certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If METRO is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then METRO will provide notice of the completion of any required audits and will provide access to such audits upon request. METRO will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

B-6. Program Fraud and False or Fraudulent Statements: METRO acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 U.S.C. § 3801 et seq.), and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Agreement. METRO certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to this Agreement. METRO further acknowledges that if it makes

a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose civil penalties and other remedies.

B-7. Clean Air Act and Clean Water Act(Applicable if agreements exceed \$150,000.00) METRO agrees to comply with all applicable standards, orders, or regulations issued pursuant to: the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

B-8. Civil Rights Requirements: Metro agrees to comply with all applicable federal civil rights laws and implementing regulations, including but not limited to:

- a. Title VI of the Civil Rights Act of 1964(42 U.S.C. § 2000d)
- b. 49 CFR Part 21
- c. Americans with Disabilities ACT (42 U.S.C. § 12101 et seq.)
- d. 49 CFR Part 27,37, and 38
- e. Section 504 of the Rehabilitation Act (29 U.S.C. § 794)
- f. Age Discrimination Act of 1975

Metro shall not discriminate based on race, color, national origin, sex, disability, or age in the performance of this Agreement.

B-9 Disadvantaged Business Enterprise(DBE)-49 CFR Part 26: Metro shall not discriminate based on race, color, national origin, or sex in the performance of this Agreement. Metro shall take all necessary and reasonable steps to ensure that DBEs have an opportunity to compete and perform subcontracts. Metro shall include this DBE assurance in every subcontract.

B-10 Energy Conservation: Metro agrees to comply with mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act(42U.S.C. § 6321 et seq.).

B-11 Safe Operation of Motor Vehicles: METRO agrees to comply with Executive Order 13043(Increasing Seat Belt Use) and Executive Order 13513(Reducing Text Messaging While Driving). METRO shall adopt and enforce policies that prohibit texting while driving and require seat belt use in the performance of federally funded work.

B-12. Termination and Remedies: In addition to the termination provisions contained in the Agreement, the County may terminate this Agreement for convenience or for cause in accordance with applicable federal regulations. Remedies available under this Agreement are cumulative and not exclusive, and include any remedies available at law or in equity.

B-13. Conflict of Interest: METRO shall disclose in writing any actual or potential conflict of interest related to this Agreement and shall comply with all applicable federal and state conflict of interest laws.

B-14. Protections for Public Transportation Employees(49 U.S.C.49 U.S.C. § 5333(b): To the extent applicable, METRO agrees that when providing public transportation services funded under this Agreement, the terms and conditions of the U.S. Department of Labor (“DOL”) certification of public transportation employee protective arrangements issued pursuant to 49 U.S.C. § 5333(b) (“Section 13(c)”) shall apply to work performed under this Agreement by employees covered by such certification. METRO agrees to comply with the terms of the applicable DOL certification and the implementing DOL guidelines, “Section 5333(b), Federal Transit Law,” 29 CFR Part 215. METRO further acknowledges that the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., applies to public transportation employees performing work involving commerce, and agrees to comply with all applicable wage and hour requirements.

B-15. Drug and Alcohol Testing (49 U.S.C. § 5331; 49 CFR Part 655): To the extent METRO performs safety sensitive functions as defined in 49 CFR Part 655, METRO agrees to comply with:

- 49 U.S.C. § 5331
- FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655

METRO shall establish and implement a drug and alcohol testing program consistent with FTA requirements and shall maintain records demonstrating compliance.

METRO hereby agrees to and will comply with the terms and use of the federal program and its provisions hereto as a condition of the agreement. METRO acknowledges that they have read and understands said provisions hereto.

By: GREATER PORTLAND TRANSIT DISTRICT (METRO)

Name: Glenn Fenton

Signature:

Title: Executive Director

Date:



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-013

Agenda Date: 1/27/2026

Agenda Item Request:

Authorization to accept Maine Department of Drug Enforcement Agency (MDEA) US currency asset seizure disbursement check

Background and Purpose of Request:

Requestor: Dean Fredericks, Criminal Investigations Division (CID)

We have received a check from State of Maine, specifically from MDEA Asset disbursement. The check is for \$1281.00 and it was seized as a result of an incident that occurred in 2020.

On December 27th, 2020 the CCSO conducted a traffic stop in the Town of Gray. 3 occupants of the vehicle were arrested on various charges. Seized from the vehicle and occupants was a Ruger 9mm handgun, \$1,281.00 cash, and approximately 500 grams of Fentanyl. A subsequent search warrant was drafted for a motel in the Town of Naples where additional persons were arrested and evidence seized. The defendant listed in this Approval of Transfer document was eventually convicted in Portland Unified Court. In addition to the conviction, the Attorney General's Office moved to order the forfeiture of the US Currency seized from Defendant Thomas Caswell.

I recommend that we accept the \$1281.00 of US currency, and use those funds to purchase equipment to assist in the further investigation of crimes committed in Cumberland County.

Presentation: [Yes or No]

Funding Amount and Source:

MDEA check for \$1,281.0

Effective Date if Applicable:

N/A

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

TO:	Cumberland County Commissioners
FROM:	Captain Dean Fredericks
DATE:	01-15-2026
SUBJECT:	MDEA US Currency Asset Seizure – Disbursement Check for \$1281.00

Requested Action: Accept Check from MDEA

Background & Purpose of Request:

We have received a check from State of Maine, specifically from MDEA Asset disbursement. The check is for \$1281.00 and it was seized as a result of an incident that occurred in 2020.

On December 27, 2020 the CCSO conducted a traffic stop in the Town of Gray. 3 occupants of the vehicle were arrested on various charges. Seized from the vehicle and occupants was a Ruger 9mm handgun, \$1,281.00 cash, and approximately 500 grams of Fentanyl. A subsequent search warrant was drafted for a motel in the Town of Naples where additional persons were arrested and evidence seized. The defendant listed in this Approval of Transfer document was eventually convicted in Portland Unified Court. In addition to the conviction, the Attorney General’s Office moved to order the forfeiture of the US Currency seized from Defendant Thomas Caswell.

I recommend that we accept the \$1281.00 of US currency, and use those funds to purchase equipment to assist in the further investigation of crimes committed in Cumberland County.

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

Funding Amount and Source: \$1281.00, MDEA

Attachments: (Please list out any Attachments you're including): Check for \$1281.00 from MDEA

Agenda Item Number: _____

Date on Agenda: _____

Result

Mover:

Secunder:

Vote Tally:

Vote Result:

Roll Call Vote if Meeting Remotely:

Chair of Board, Date



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-014

Agenda Date: 2/17/2026

Agenda Item Request:

Authorization for the County Manager to enter into a contract amendment between Cumberland County and Maine Public Employees Retirement System effective June 1, 2026 to change its plan offered to eligible Corrections Employees to Special Plan 3C for future service only as outlined and negotiated in the current NCEU and Teamsters Contracts.

Background and Purpose of Request:

Per the latest collective bargaining contracts for Corrections National Correctional Employee Union and Teamsters will be transferred from the MainePERS Special 2C Plan to the 3C Plan, as negotiated in their respective current contracts. A requirement of MainePERS is that all eligible staff within the department who are currently enrolled in the Special 2C Plan be included in the transfer, which requires the County to also transfer those non-union employees into the same plan. This change requires formal Commissioner approval.

To see if Cumberland County will vote to change its plan for its eligible corrections employees effective June 1, 2026 for future service only.

The County agrees to:

- a) Provide Special Plan 3C to its union and non-union corrections employees who regularly work more than 20 hours per week who are not seasonal or temporary, for service rendered after May 31, 2026. Service rendered by union and non-union corrections employees during the period from January 1, 2019 through May 31, 2026 remains under Special Plan 2C and service rendered before January 1, 2019 remains under Regular Plan AC.
- b) To authorize James H. Gailey, County Manager, to sign the Amended Agreement between Cumberland County and the Maine Public Employees Retirement System.

Funding Amount and Source: FY26 and FY27 Jail Budgets

Effective Date: June 1, 2026

Attachments: None

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

TO:	Board of County Commissioners
FROM:	James H. Gailey
DATE:	February 17, 2026
SUBJECT:	MainePers Retirement Plan – Jail NCEU, Teamsters & Jail Non-Union

Requested Action:

Authorization for the County Manager to enter into a contract amendment between Cumberland County and Maine Public Employees Retirement System effective June 1, 2026 to change its plan offered to eligible Corrections Employees to Special Plan 3C for future service only as outlined and negotiated in the current NCEU and Teamsters Contracts.

Background & Purpose of Request:

Per the latest collective bargaining contracts for Corrections National Correctional Employee Union and Teamsters will be transferred from the MainePERS Special 2C Plan to the 3C Plan, as negotiated in their respective current contracts. A requirement of MainePERS is that all eligible staff within the department who are currently enrolled in the Special 2C Plan be included in the transfer, which requires the County to also transfer those non-union employees into the same plan. This change requires formal Commissioner approval.

To see if Cumberland County will vote to change its plan for its eligible corrections employees effective June 1, 2026 for future service only.

The County agrees to:

a) Provide Special Plan 3C to its union and non-union corrections employees who regularly work more than 20 hours per week who are not seasonal or temporary, for service rendered after May 31, 2026. Service rendered by union and non-union corrections employees during the period from January 1, 2019 through May 31, 2026 remains under Special Plan 2C and service rendered before January 1, 2019 remains under Regular Plan AC.

b) To authorize James H. Gailey, County Manager, to sign the Amended Agreement between Cumberland County and the Maine Public Employees Retirement System.

Funding Amount and Source: FY2026 and FY27 Jail Budgets

Effective Date: June 1, 2026

Attachments: None



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-015

Agenda Date: 2/17/2026

Agenda Item Request:

Authorize the County Manager to sign the Pharmacy Services Agreement between Westwood Pharmacy and Cumberland County for services provided at the Jail.

Background and Purpose of Request:

For the last eight years, the County contracted with Armor Medical to provide medical services for the Jail. As part of their service delivery, Armor contract with a local pharmacy for the fulfillment of prescriptions needed to administer health care at the Jail.

Armor Medical on January 20, 2026, gave the County notice that they were going to end the contract with the County. The contract stipulated a 120-day notice, which Armor Medical was originally not going to honor. Through conversation with Armor's attorneys, Armor Medical was willing to honor the 120 days if certain financial stipulations were modified and agreed upon. The County was not willing to accept Armors revised terms, feeling they were not in the best interest of the County. Due to this, Armor Medical ended their service agreement on January 31, 2026 at 11:59 pm.

Having the knowledge that Armor Medical was leaving the Jail, the County was forced to look at alternative service arrangements in order to mitigate any lapse in medical coverage at the Jail. Working with the County's medical advisor, the County engaged in conversations with CFG Medical and Westwood Pharmacy. Both entities were interested and able to stand-up service in a short timeframe, allowing for no gaps in medical service delivery at the Jail.

Staff notified the County Commissioners of the serious situation and proposed solution and called upon the Emergency Purchase provision within the County's Procurement Policy to expedite the transition to a new medical and pharmacy provider.

Emergency Purchases: In the case of actual emergency, with the approval of the County Manager or his or her designee, a Department Head may directly acquire any good or service when immediate procurement is essential to protecting property, life, health, or safety. The department shall submit a written report describing the expenditure and the situation causing the emergency purchase along with the invoice, receipt, or credit card statement to the Finance Department. Any purchase exceeding \$75,000 shall be submitted to the County Commissioners for retroactive approval.

Over the last two weeks, the County has reviewed and accepted the terms of the Westwood Pharmacy contract. Sheriff Joyce and County Manager Gailey have signed this contract, with the best interest of the County in mind.

Staff is now bringing the Westwood Pharmacy contract forward for acceptance by the County Commissioners.

Funding Amount and Source: Annual Budget Appropriation

Effective Date: February 1, 2026
Attachments: Westwood Pharmacy Contract

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

TO:	Board of County Commissioners
FROM:	James H. Gailey
DATE:	February 17, 2026
SUBJECT:	Acceptance of the Westwood Pharmacy Contract

Requested Action:

Authorize the County Manager to sign the Pharmacy Services Agreement between Westwood Pharmacy and Cumberland County for services provided at the Jail.

Background & Purpose of Request:

For the last eight years, the County contracted with Armor Medical to provide medical services for the Jail. As part of their service delivery, Armor Medical's contracted with a local pharmacy for the fulfillment of prescriptions needed to administer health care at the Jail.

Armor Medical on January 20, 2026, gave the County notice that they were going to end the contract with the County. The contract stipulated a 120-day notice, which Armor Medical was originally not going to honor. Through conversation with Armor's attorneys, Armor Medical was willing to honor the 120 days if certain financial stipulations were modified and agreed upon. The County was not willing to accept Armors revised terms, feeling they were not in the best interest of the County. Due to this, Armor Medical ended their service agreement on January 31, 2026 at 11:59 pm.

Having the knowledge that Armor Medical was leaving the Jail, the County was forced to look at alternative service arrangements in order to mitigate any lapse in medical coverage at the Jail. Working with the County's medical advisor, the County engaged in conversations with CFG Medical and Westwood Pharmacy. Both entities were interested and able to stand-up service in a short timeframe, allowing for no gaps in medical service delivery at the Jail.

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

Over the last two weeks, the County has reviewed and accepted the terms of the Westwood Pharmacy contract. Sheriff Joyce and County Manager Gailey have signed this contract, with the best interest of the County in mind.

Staff is now bringing the Westwood Pharmacy contract forward for acceptance by the County Commissioners.

Funding Amount and Source: Annual Budget Appropriation

Effective Date: February 1, 2026

Attachments: Westwood Pharmacy Contract

PHARMACY SERVICES AGREEMENT

THIS PHARMACY SERVICES AGREEMENT (this "Agreement") is entered into with effect as of January 31, 2026 (the "Agreement Effective Date"), by and between MAO Pharmacy, Inc. d/b/a Westwood Pharmacy, a Virginia corporation ("WESTWOOD"), and between County Commissioners for Cumberland County (hereinafter, the "County") and Sheriff Kevin J. Joyce or his successor, as the duly designated Chief Corrections Officer in the County (hereinafter, "Sheriff") (WESTWOOD, the COUNTY and the SHERIFF) hereinafter together referred to as the "Parties").

RECITALS

WHEREAS, WESTWOOD operates a pharmacy licensed in the Commonwealth of Virginia;

WHEREAS, WESTWOOD is in the business of providing comprehensive pharmaceutical care services in correctional settings for various state and local government entities, as well as comprehensive healthcare companies; and,

WHEREAS, COUNTY and SHERIFF desire to have WESTWOOD provide comprehensive pharmaceutical care services for the Cumberland County Sheriff's Office located at 36 County Way, Portland, ME 04102;

NOW, THEREFORE, in consideration of the mutual promises of the Parties hereto and the mutual benefits to be gained by the performance thereof, and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1) **Services**. WESTWOOD agrees to provide COUNTY and SHERIFF comprehensive pharmacy services ("Services") pursuant to the terms and conditions of this Agreement. WESTWOOD agrees to coordinate Services with the healthcare service provider contracted by COUNTY and SHERIFF to deliver healthcare services at its correctional facilities.
- 2) **Payment**. In consideration of the Services, COUNTY agrees to pay WESTWOOD for all items of work performed and/or materials furnished within thirty (30) days from the date of its invoice as set forth in Schedule A, attached hereto and incorporated by reference herein, and highly utilized medications will be eligible for deeper discounts. A late fee of 6% per month will be applied to late balances.
- 3) **Term**. The term of this Agreement shall commence on Agreement Effective Date and shall remain in full force and effect for a period of three (3) terms. Term one is defined as February 1, 2026, through June 30, 2026. Term two is July 1, 2026, through June 30, 2027. Term three is July 1, 2027, through June 30, 2028.
- 4) **Funding Sources**. The Parties acknowledge that performance of this Agreement and payment for pharmacy services to WESTWOOD pursuant to this Agreement is predicated

and contingent upon the continued annual appropriations by the Board of County Commissioners of Cumberland County, Maine to the Sheriff, with specific funds allocated to meet the medical needs of the inmates/detainees in the county correctional system, and the COUNTY'S and Sheriff's ability to perform under this Agreement.

- 5) Termination. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.

- 6) Relationship of Parties. It is agreed that nothing contained in this Agreement is intended or should be construed as constituting a relationship of partnership, joint venture, or an association between WESTWOOD the COUNTY and SHERIFF. WESTWOOD is an independent contractor and neither it, its employees, subcontractors, nor representatives shall be considered employees, agents, or representatives of COUNTY or SHERIFF. WESTWOOD shall have no authority, express or implied, to bind or commit COUNTY to any agreements or obligations unless specifically authorized in writing. WESTWOOD understands and agrees that WESTWOOD and all WESTWOOD employees are not employees of COUNTY and are not entitled to benefits of any kind or nature to which employees of COUNTY are normally entitled, including, but not limited to, unemployment compensation, workers compensation, group health insurance, disability coverage, retirement contributions, or paid time off.

- 7) Insurance. WESTWOOD agrees to furnish and maintain for its operation, at all time during the course of services to be performed herein, policies of commercial insurance provided by a company(s) satisfactory to the COUNTY and the Sheriff with minimum limits and with continuous aggregate reserve (value), in each policy of commercial insurance as follows:
 - a. Comprehensive General Liability
 - i. \$1,000,000.00 Bodily Injury and Property Damage per claim, and \$5,000,000.00 aggregate for bodily injury and property damage with no annual aggregate on occurrence form.
 - ii. Comprehensive General Form
 - iii. Products/Completed Operations (to be provided for minimum of 24 months after completion of work)
 - iv. Broad Form Contractual Liability
 - v. Personal Injury Liability

 - b. Umbrella Liability Insurance
 - i. \$3,000,000.00 per claim, combined single limits

 - c. Professional Liability (Medical Malpractice)

- i. \$2,000,000.00/\$3,000,000.00 per claim/annual aggregate claims-made insurance coverage. Total limit requirements may be satisfied through a combination of primary and excess policies.
- ii. A six-year tail provision consistent with the Maine statute of limitations for tort claims.

d. Worker's Compensation and Employer's Liability

- i. Statutory Coverage for Maine
- ii. \$100,000 to \$500,000 Employer's Liability
- iii. Broad form all states Endorsement

WESTWOOD shall not commence any services pursuant to this Agreement until the COUNTY and the Sheriff have been furnished with Certificates of Insurance in duplicate from Company insurance carrier(s) certifying that policy(s) of insurance providing coverage in amounts equal to or greater than listed above, have been issued to WESTWOOD and are in full force and effect. Furthermore, prior to any commencement of services by WESTWOOD, the aforementioned Certificates must be examined and approved by the Sheriff's risk manager representative. The insurance broker and/or carrier or the Company will give the COUNTY and Sheriff a thirty (30) day notice of cancellation, non-renewal or change in any respective policy, and shall immediately provide the COUNTY and Sheriff with replacement certificates of insurance. The COUNTY and Sheriff shall be covered as an additional insured under all policies of insurance listed above.

8) Indemnity.

A. WESTWOOD agrees to defend, indemnify, and hold harmless COUNTY and SHERIFF, its officers, employees and agents, from and against, any and all losses, claims, actions, damages, liability and expenses, including, but not limited to, those in connection with loss of life, bodily injury and personal injury or damage to property to the extent occasioned by WESTWOOD'S acts or omissions or the acts or omissions of WESTWOOD'S agents, officers, employees, contractors (including contractors and suppliers) or servants pursuant to this Agreement.

B. COUNTY and SHERIFF agrees to defend, indemnify, and hold harmless WESTWOOD, its officers, employees and agents, from and against, any and all losses, claims, actions, damages, liability and expenses, including, but not limited to, those in connection with loss of life, bodily injury and personal injury or damage to property to the extent occasioned by COUNTY or SHERIFF's acts or omissions or the acts or omissions of COUNTY or SHERIFF's agents, officers, employees, contractors (including contractors and suppliers) or servants pursuant to this Agreement. Under no circumstances shall the provision of indemnification by either party under this Agreement be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to the COUNTY under the Maine Tort Claims Act, 14 M.R.S. § 8101, et seq., or other applicable law. The provisions of this Section shall survive the term of this Agreement indefinitely.

- 9) Cooperative Procurement. It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead issuing institution's affiliated entities may access this Agreement if authorized by WESTWOOD. WESTWOOD agrees that it will contract with anybody in the State of Maine who so desires to permit those public agencies or bodies to purchase such services at contract prices, in accordance with the terms and conditions of this Agreement. WESTWOOD will deal directly with each public agency, or public body seeking to obtain any goods and/or services pursuant to this Agreement. WESTWOOD will provide written notice to COUNTY and SHERIFF pursuant to Section 11 of this Agreement regarding any such contract described in the Section 7 of the Agreement.
- 10) Counterparts. This Agreement may be executed by the parties hereto in multiple original counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same.
- 11) Modifications & Amendments. This Agreement may only be modified or amended by a written agreement that is executed by both parties.
- 12) Document Disclosure. WESTWOOD acknowledges that unless otherwise identified as proprietary or confidential on their face, all documents in the COUNTY'S possession related to this Agreement may be considered to be "public records," subject to release under Maine's Freedom of Access Act, 1 M.R.S. § 401, et seq. Under no circumstances shall the COUNTY'S release of any such public records be considered to constitute a breach of this Agreement.
- 13) Entire Agreement. This Agreement and accompanying exhibit constitutes the entire Agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject of the Agreement. No modification or amendment of this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.
- 14) Governing Law. This Agreement shall be governed by the Laws of the State of Maine.
- 15) Notices. Any notices required or permitted to be given under this Agreement shall be furnished in writing and sent first class mail or registered mail to:

WESTWOOD: Westwood Pharmacy
 Attn: Nicholas Desai
 8905 Three Chopt Road
 Henrico, VA 23229

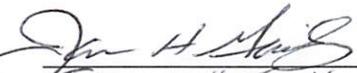
COUNTY: Cumberland County
 James Gailey, County Manager
 27 Northport Dr
 Portland, ME 04103

SHERIFF: Sheriff Kevin J. Joyce
Cumberland County Sheriff's Office
36 County Way
Portland, ME 04102

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the last date written below.

Cumberland County

27 Northport Dr
Portland ME 04103

By: 
Name: James H. Gately
Title: County Manager
Date: 2/4/2026

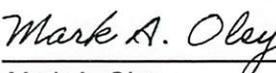
Cumberland County Sheriff's Office

36 County Way
Portland, ME 04102

By: 
Name: Kevin J. Joyce
Title: Sheriff
Date: 02-06-2026

MAO Pharmacy, Inc.

5823 Patterson Avenue
Richmond, VA 23226

By: 
Name: Mark A. Oley
Title: Vice President
Date: 2/4/2026

SCHEDULE A: Pricing

Actual Acquisition Cost shall be defined as invoice cost at the time of dispensing. Each prescription shall be priced at a maximum of Actual Acquisition Cost plus a dispensing fee of \$2.95 per prescription. Westwood Pharmacy will not sell medications below cost. Highly utilized medications will be eligible for deeper discounts.

Stock medications will be billed at Actual Acquisition Cost plus a dispensing fee of \$2.95 per card or per bottle.

Drop-shipped items and Specialty Drugs will be billed at Average Whole Price.

Returns:

Return credits will be at 100% of the cost of the eligible medication. Return credits will be processed pursuant to applicable federal and state laws and regulations.

The following items are either non-returnable and are not eligible for credit:

- **Controlled Medications (non-returnable)**
 - All controlled medications (Schedule II-V) need to be destroyed on site. The DEA prohibits returning controlled substances to the pharmacy. In the event a controlled medication is inadvertently returned to Westwood Pharmacy, Westwood will mail that medication back to you with directions to destroy on site.
- **Specialty Medications (non-returnable)**
 - Westwood Pharmacy will notify the facility prior to filling any specialty medications to make them aware the product is non-returnable.
 - Westwood Pharmacy will await written permission from the facility to proceed with filling the non-returnable specialty product.
- **Refrigerated Products (not eligible for credit)**
 - Since Westwood Pharmacy cannot verify the integrity of how the product has been stored, refrigerated products are not eligible for credit.
- **Half Tablets (not eligible for credit)**
 - If a facility requests half tabs they are not eligible for credit as Westwood Pharmacy will not be able to reuse that product.
- **Within 90 Days of the Expiration Date (not eligible for credit)**
 - If the medication is returned and it is within 90 days of the expiration date, it is not eligible for credit because Westwood Pharmacy will not be able to reuse the product.
- **Opened Bulk Items (not eligible for credit)**
 - If a bulk item (i.e., inhaler, cream/ointment) is returned open, this item will not be eligible for credit as Westwood Pharmacy cannot verify that they product has not been used.
- The final decision on the integrity of the product will rest upon the pharmacist checking the returns.
- Any damaged items are not eligible for return.



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 26-016

Agenda Date: 2/17/2026

Agenda Item Request:

Approve the Jail Medical Services Agreement between CFG Medical and Cumberland County for medical services provided at the Jail.

Background and Purpose of Request:

For the last eight years, the County contracted with Armor Medical to provide medical services for the Jail. On January 20, 2026, Armor Medical gave the County notice they were going to end the contract with the County. The contract stipulated a 120-day notice, which Armor Medical was originally not going to honor. Through conversation with Armor's attorneys, Armor Medical was willing to honor the 120 days if certain financial stipulations were modified and agreed upon. The County was not willing to accept Armor's revised terms, feeling they were not in the best interest of the County. Due to this, Armor Medical ended their service agreement on January 31, 2026 at 11:59 pm.

Having the knowledge that Armor Medical was leaving the Jail, the County was forced to look at alternative service arrangements in order to mitigate any lapse in medical coverage at the Jail. Working with the County's medical advisor, the County engaged in conversations with CFG Medical. CFG was interested and able to stand-up medical service in a short timeframe, allowing for no gaps in medical service delivery at the Jail.

Staff notified the County Commissioners of the serious situation and proposed solution and called upon the Emergency Purchase provision within the County's Procurement Policy to expedite the transition to a new medical provider.

Emergency purchases: In the case of actual emergency, with the approval of the County Manager or his or her designee, a Department Head may directly acquire any good or service when immediate procurement is essential to protecting property, life, health, or safety. The department shall submit a written report describing the expenditure and the situation causing the emergency purchase along with the invoice, receipt, or credit card statement to the Finance Department. Any purchase exceeding \$75,000 shall be submitted to the County Commissioners for retroactive approval.

Over the last two weeks, the County has worked with CFG on the terms and condition of the CFG Medical contract.

Staff is now bringing the CFG Medical contract forward for acceptance by the County Commissioners.

Funding Amount and Source: Annual Budget Appropriation

Effective Date: February 1, 2026

Attachments: CFG Medical Contract

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

TO:	Board of County Commissioners
FROM:	James H. Gailey
DATE:	February 17, 2026
SUBJECT:	Approval of the CFG Medical Contract for the Jail

Requested Action:

Approve the Jail Medical Services Agreement between CFG Medical and Cumberland County for medical services provided at the Jail.

Background & Purpose of Request:

For the last eight years, the County contracted with Armor Medical to provide medical services for the Jail. On January 20, 2026, Armor Medical gave the County notice they were going to end the contract with the County. The contract stipulated a 120-day notice, which Armor Medical was originally not going to honor. Through conversation with Armor’s attorneys, Armor Medical was willing to honor the 120 days if certain financial stipulations were modified and agreed upon. The County was not willing to accept Armor’s revised terms, feeling they were not in the best interest of the County. Due to this, Armor Medical ended their service agreement on January 31, 2026 at 11:59 pm.

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Staff is now bringing the CFG Medical contract forward for acceptance by the County Commissioners.

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

Funding Amount and Source: Annual Budget Appropriation

Effective Date: February 1, 2026

Attachments: CFG Medical Contract