Cumberland County

142 Federal St
Portland, ME 04101

Agenda - Final-Amended

Tuesday, March 19, 2024

5:30 PM

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

Board of Commissioners

Chair James Cloutier, District 5
Stephen Gorden, District 3
Neil Jamieson, District 1
Patricia Smith, District 4
Susan Witonis, District 2

CALL TO ORDER

ATTENDANCE

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

CD 24-004 Approval of the minutes, February 12, 2024, meeting of the Board of Commissioners

Attachments: Meeting Minutes February 12 2024 Commissioner Meeting
February 12 2024 Handouts

CD 24-005 Approval of the minutes, February 26, 2024, meeting of the Board of Commissioners

Attachments: Meeting Minutes February 26 2024 Commissioner Meeting

INFORMATIONAL REPORT/PRESENTATIONS

CD 24-006 Regional Communications 2023 Newsletter, 3rd and 4th Quarter

Attachments: 2023 3rd and 4th CCRCC Newsletter

COMMENTS FROM THE PUBLIC

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

CONSENT AGENDA

24-014 Approval of Cumberland County Sheriff's Office Commissions August through December 2023

Attachments: Sheriff's Commission Memo August through December 2023

24-015 Authorization for the County Manager to enter into a contract amendment between Cumberland County and Maine Public Employees Retirement System and Provide MainePERS Special Plan 3C to the following non-union Law Enforcement Officers who regularly work more than 20 hours per week and who are not seasonal or temporary: Administrative Lieutenant and Administrative Sergeant, for service rendered after March 31, 2024. Service rendered by these officers before April 1, 2024 remains under the Regular Plan AC.

Attachments: 24-015 - Position Paper

24-016 Authorization for the County Manager to sign an 18-month contract with the Town of Baldwin for Assessing services.

Attachments: PP - Town of Baldwin Assessing contract
Baldiwn-Assessing Contract 1-1-24 to 6-30-25

24-017 Authorization for the County Manager to submit a proposal to the State of Maine Department of Public Safety in response to the FY 2024 Substance Use Disorder Assistance Program Request for Applications.

Attachments: 24-017 - Position Paper SUD
Memo - SUD Assistance Program RFA 2024

24-018 Authorization for the County Manager to submit a proposal to the Office on Violence Against Women in response to a Request for Proposals for the Improving Criminal Justice Response Grant.

Attachments: 24-018 - Position Paper ICJR Grant
Memo - VIP Grant to Commissioners 2024

24-019 Authorization for the County Manager to Submit a Proposal to the University of Minnesota's Mobility, Access, and Transportation Insecurity program (MATI) Request for Proposals.

Attachments: 24-019- Position Paper
Memo - MATI Proposal for Commissioners 3.11.2024

24-028 Motion for the Board of Commissioners to support the Registry of Deeds request to the Maine Revenue Services Department regarding the Maine Real Estate Transfer Tax software implementation.

Attachments: Memo - Deeds position paper 3-8-24
Registry Portal letter

ARPA BUSINESS

24-020 Amend the Landry French, Construction Manager contract dated August 14, 2023 for the Jail Medical Expansion.

Attachments: 24-020 - Position Paper
CCJ Medical Addtion GMP Proposal.pdf
CCJ Schedule 092823_2.pdf
Jail Medical Floor Plan

24-021 Authorization for the Dissolution of the Cumberland County ARPA Advisory Committee

Attachments: 24-021- Position Paper

NEW BUSINESS

24-022 Authorization for the County Manager to enter into a contract amendment between Cumberland County and Sentinel Offender Services, LLC for location based monitoring services on an as needed basis for an indefinite duration.

Attachments: 24-022 - Memo ELMO Contract
2024 Cumberland County_Sentinel Final Monitoring Service Agreement

24-023 Authorization for the County Manager to award the bid for Parking Garage Restoration and enter into a contract between Cumberland County and Krisha Construction for services in the amount of $457,275.00.

Attachments: 24-023 - Position Paper
Cumberland County PG Phase I Bid Comparison
BID - KRISHA CONSTRUCTION, INC
BID - PARKING GARAGE RESTORATION BID OPENING

24-024 Approval of the 2024/2025 General Fund, Jail and Cross Insurance Arena budgets.

Attachments: 24-024 - Position Paper
2024-25 Budget Summary
Budget Motions 2024-25

24-025 Authorize the issuance of the 2024/2025 Budget Cost of Living Adjustment of 3% to the Elected Officials & Sheriff Appointment.

Attachments: 24-025 - Position Paper

24-026 Adjust the Probate Judge's salary in the amount of $2,000.00 effective March 25, 2023.

Attachments: 24-026 - Position Paper

24-029 Authorization for the County Manager to enter into an agreement with the Oxford County Jail for Cumberland County Jail to house ten (10) of their residents for a daily border rate of $85 per day beginning April 2024 to April 2025.

Attachments: 24-029 - Position Paper Amended
MOU Oxford County Jail 2024

*** Item 24-029 added to Amended Agenda 3/19/2024

COMMENTS FROM THE COUNTY MANAGER

COMMENTS FROM THE EXECUTIVE STAFF

COMMENTS FROM THE COUNTY COMMISSIONERS

EXECUTIVE SESSION

24-027 To enter into executive session Title 1 M.R.S.A. §405(6)(D) for the contract discussion regarding the Cross Insurance Arena.

Next Meeting: April 8, 2024

ADJOURNMENT

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: CD 24-004 **Agenda Date:** 3/19/2024

Title:

Approval of the minutes, February 12, 2024, 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

142 Federal St
Portland, ME 04101

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

Monday, February 12, 2024	**5:30 PM**	**Feeney Conference Room, County Courthouse, 205 Newbury St, Portland ME 04101**

CALL TO ORDER

The Board of Commissioners met for their regularly scheduled meeting at the Cumberland County Courthouse in the Peter Feeney Conference Room, the meeting was called to Order by Chair James Cloutier at 5:32 pm.

ATTENDANCE

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

County Staff:
Alex Kimball, Deputy Manager of Finance and Administration
Amy Jennings, Human Resources Director
Travis Kennedy, Director of Public Affairs
Theresa Grover, Finance Department Director
Katharine Cahoon, Admin and Special Projects

PLEDGE OF ALLEGIANCE

Chair Cloutier thanked Commissioner Jamieson for serving as previous Chair for Board of Commissioners and for his service for the past 12 years. Commissioner Jamieson thanked Chair Cloutier for the recognition and thanked the rest of the Board for their service as well.

APPROVAL OF THE MINUTES

CD 24-002 Approval of the minutes, January 8, 2024, meeting of the Board of Commissioners

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

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

No: 0

INFORMATIONAL REPORT/PRESENTATIONS

CD 24-003 2023 Recruitment and Hiring Update, Informational Update on Correctional Officers Hiring

Human Resources Director Amy Jennings gave an overview of the hiring and staffing statistics from July 2022 to present. She presented a handout which is attached to these minutes. She stated that Cumberland County received around 800 applications for Correctional Officers (COs) and of those applicants, total hired were 42 resulting in a current staffing level of negative two COs. Staffing has been impacted by terminations, internal transfers, medical leaves, and resignations. Human Resources has taken the following actions to expedite the hiring process, added a second Occupational Health Officers, increased benefits, increased base hiring rate for new hires, increased the hiring bonus, and added a bonus for lateral Brown Pin transfers. Other efforts included hiring a marketing firm for radio advertisements, advertising on Facebook, Google and YouTube. Hiring efforts are ongoing and continue to be adjusted. On average hiring process takes close to 100 days and depends on the background checks and polygraphs. A training academy was held in January and there were only five applicants. HR Director Jennings recently met with the Sheriff's office to determine how hiring can be expedited. She located an external organization that can complete background checks as an alternative to in house hiring. This alternative is being reviewed by Captain Ackerman. HR Director Jennings has some concerns about upcoming retirements and whether or not CO staffing levels will support Jail operations.

Commissioner Gorden asked how many COs are needed for adequate staffing levels. HR Director stated that she spoke with Major Tim Kortes and 20 COs are needed given that there are 10 upcoming retirements. 1 in 8 applicants pass the background check and 1 out of 2 applicants pass the polygraph or fail to complete the paperwork. Despite the large amount of applications received many applicants do not meet the minimum qualifications for a CO which is why the applicant pool drops. Applicants who progress to the interview stage sometimes fail to show or information is learned during the interview that would disqualifies them. Dispatch uses a different polygraph that could be used.

HR Director Jennings spoke about reasons for current employees resigning included a need for better work life balance. Commissioner Gorden asked what would happen if the Jail eliminated Over Time (OT), HR Director Jennings explained that with low staffing levels, without OT the Jail would not be able to remain open because there would not be enough coverage. Finance Director Theresa Grover stated OT is limited to 72 hours a week. She explained that the opportunity earn OT is a big draw for current COs.

Chair Cloutier commented on using Jail Staff to complete the background checks. HR Director Jennings explained that Captain Ackerman and Captain Foss complete background checks. Captain Ackerman is reviewing her current proposal to use an external organization. Chair Cloutier observed that the staffing issue seems to be a retention problem. He asked what level of education is required to be a CO, graduation from High School is required.

Commissioner Witonis asked if the background checks are too strict compared

to national agencies? Who sets the standards? HR Director Jennings stated that the standards are set by the State. Commissioner Witonis asked if Lieutenant Foss only does background checks or has additional responsibilities? Commissioner Witonis asked the Board of Commissioners if they could learn more about why the background checks are done in house. Chair Cloutier invited Jail Major Kortes to speak about the hiring process. Jail Major Kortes stated that his experience with preemployment checks is it requires quick turn around. The current hiring process takes a lot of time. He noted that Captain Smith and Sargent Demmers have discussed a plan of training additional staff to do background checks. Dedicating staff to streamline the hiring process would help keep background checks in house and completed quickly.

Commissioner Witonis and Chair Cloutier discussed the possibility of learning more about the Sheriff's Department hiring process in the in a workshop. Chair Cloutier wondered if the current process was the simplest process in place. Commissioner Jamieson expressed concern about retaining the current staff through the summer. Chair Cloutier asked Deputy Manager Kimball about working through a possible solution. Commissioner Smith asked if a workshop could be scheduled to look at the process. She asked why certain items are being allocated in the budget when there is an unsustainable hiring process. As a newer Commissioner, she would like to know more about the operations. Commissioner Gorden agreed and that Management should be included. Deputy Manager Kimball proposed Monday, February 26 as a date for a workshop. Possible dates for March workshop were discussed.

This Presentation was RECEIVED AND FILED.

COMMENTS FROM THE PUBLIC

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

There were no comments from the public.

CONSENT AGENDA

24-009 Authorization for the County Manager to remit $61,232.00 from Cumberland County to Portland Hockey LLC.

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

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

No: 0

ARPA BUSINESS

24-010 Authorization for the County Manager to award the bid of Office Furniture RFP and enter into a contract between Cumberland County and Creative Office Resources for the design, delivery and installation of new office furniture for the 27 Northport Building.

Commissioner Jamieson asked how many office stations would constructed. Deputy Manager Kimball stated that there would be close to 60 stations, cabinetry, and conference room tables. He estimated the cost for construction is estimated to be close to $1M. Commissioner Jamieson stated that COR was a good firm and has been impressed with their work.

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

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

No: 0

NEW BUSINESS

24-011 Authorization for the Jail Major to negotiate the services of the Cumberland County Jail with the Oxford County Jail to house ten (10) of their residents for a daily border rate of $85 per day for one year beginning March 2024 to March 2025.

Deputy Manger Kimball introduced the agenda item stating that the News recently published a misleading article and the authorization is for the Jail Major to start negotiations. Jail Major Kortes spoke on the agenda item and stated that the contract would be for 10 inmates. The Oxford County jail is currently undergoing renovations. The inmates would be transported to the Cumberland COunty Jail and a dedicated staff person would be assigned Mondays, Wednesdays and Fridays for video arraignments. Given the current staffing levels and assigned Oxford County support staff, ten inmates would be a reasonable number of inmates to consider. Commissioner Gorden asked Major Kortes if the Oxford County Jail would consider assigning staff to the Cumberland County Jail, Major Kortes stated that it was brought up but it is expected staff will be unavailable given the number of prisoner transports. Commissioner Smith asked about coverage for hospital detail, Major Kortes stated that that is a component that would be negotiated.

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

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

No: 1 - Commissioner Smith

COMMENTS FROM THE COUNTY MANAGER

Deputy County Manager Kimball gave an update on County news. The new FMLA fund is anticipated to start being funded by employee wages, collected at 1% of employee wages starting on January 1, 2025. This would have an impact on the budget. The rules governing the fund are not in place but would have an effect on the Cumberland County Budget. The Regional Communications Dispatch Center Renovations are close to being completed. It is the first major ARPA project to be completed.

COMMENTS FROM THE EXECUTIVE STAFF

HR Director Jennings stated that the Emplolyee Appreciation Awards Ceremony is being held at Broadway Bowl in South Portland.

Finance Director Grover stated that the Finance Department is wrapping up some IRS reporting deadlines. They are also completing a workers comp audit.

Director of Public Affairs Kennedy shared that he is working with Department Heads on legislative initiatives. He is also working with Sandra Warren on DEI initiatives. They have interviewed at least six different DEI firms. A small group is meeting a monthly on different initiatives.

Special Projects and Admin Katharine Cahoon stated that after the budget is finalized, she will work with finance to send out the tax warrant to the towns.

COMMENTS FROM THE COUNTY COMMISSIONERS

Commissioner Jamieson stated that he hoped that all of the high school students have success in all of their various sports.

Commissioner Gorden gave a brief update on Legislative issues and the Biennium budget. All of the Counties received flat funding for Jails despite increasing costs. The Governor's office and legislature has been lobbied for more funding. He also spoke about rural patrol, though it does not effect Cumberland County, other more rural Counties are impacted.

Chair Cloutier agreed and that it's a pretty common story. The pressure to fund programs due to the lack of State funding results in funding coming from property tax.

EXECUTIVE SESSION

Deputy Manager Kimball stated that the Board of Commissioners would not return to the meeting and would adjourn immediately after concluding the Executive Session.

24-012 To enter into Executive Session under 1 M.R.S.A. §405(6)(A) for the further discussion and/or consideration of the compensation request of the Probate Judge.

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

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

No: 0

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

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

No: 0

Next Meeting: March 11, 2024

ADJOURNMENT

The meeting adjourned at 7:10 pm.

Hiring Statistics July 2022 to Present

Total:

787 Applicants

Rejection for not meeting minimum qualifications or requirements (ie eligible to work in US, available to work over time etc)

Remaining:

593 Applicants

Rejection for refusal to schedule interview, arrive for scheduled interview, or interviewed below standards

Remaining:

285 Applicants

Rejection for failure to return conditional offer materials

Remaining:

184 Applicants

Rejection or voluntary quit during background check phase

Remaining:

138 Applicants

Rejection or voluntary quit at onset or during polygraph exam phase

Remaining:

66 Applicants

Rejection or voluntary quit during physical exam phase

Remaining:

60 Applicants

42 Hires

Remaining applicants are in active hiring status

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: CD 24-005 **Agenda Date:** 3/19/2024

Title:

Approval of the minutes, February 26, 2024, 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 - Action Results

142 Federal St
Portland, ME 04101

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

Monday, February 26, 2024 **5:30 PM** **Feeney Conference Room, County Courthouse, 205 Newbury St, Portland ME 04101**

Executive Session
Closed to the public

CALL TO ORDER

ATTENDANCE

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

PLEDGE OF ALLEGIANCE

EXECUTIVE SESSION

24-013 Authorization for the Board to enter into Executive Session under 1 M.R.S.A. §405(6)(A) for the discussion or consideration of the Compensation of the Cumberland County Judge of Probate.

Time Into Executive Session: 5:30 pm

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

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

No: 0

Time Out of Executive Session: 6:51 pm

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

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

No: 0

Workshop to Immediately Follow

Next Meeting: Tuesday, March 19, 2024

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: CD 24-006 **Agenda Date:** 3/19/2024

Title:

Regional Communications 2023 Newsletter, 3rd and 4th Quarter

Background and Purpose of Request:
Informational Only, CCRCC Newsletter for the end of 2023
Staff Contact: Melinda Faribrother-Dyer, Director of Regional Communications

Maine
Cumberland County

Regional Communications Center Quarterly Newsletter

Prepared by: Director Melinda J Fairbrother-Dyer

2023 Third Quarter July - September // Fourth Quarter October - December

Readers,

It is my pleasure as the Director of Communications, to present to you a glimpse at what is going on at the CCRCC in our quarterly newsletter. This newsletter includes both the 3rd and 4th quarter of 2023. While I do my very best to put this newsletter together, the content is very much put together by the staff at the CCRCC.

The team at the Regional Communications Center are Cumberland County's FIRST, first responders. This newsletter is intended to provide our partnering agencies with some important quarterly statistics but also to help better involve our very own partners in the community a bit on who we are, what we stand for, and what roles we play in the public safety world.

If you have thoughts or suggestions for the next edition of our quarterly newsletter, please send them to Melinda at mjdyer@cumberlandcounty.org.

Thank you for taking the time to see some of the important work this team of silent heroes does on the daily.

Respectfully,

Melinda J Fairbrother-Dyer

Holly Philbrick

COMMUNICATIONS DEPARTMENT

2023 EMPLOYEE OF THE 3rd QUARTER

Holly Philbrick is new to the CCRCC but not to the 911 industry. Holly has made the transition to the CCRCC from another Maine Agency seem effortless.

Some of Holly's most notable traits are her ability to conduct herself in a very professional manner. She has a candid ability to maintain balance with her peers but also totes the line to establish herself as a leader in the organization.

Hollys peers have recognized her talent and have cited her to be a true asset to the organization, a breath of fresh air that brings another layer of positivity to the RCC through her pride as a dispatcher and trainer. Holly came here as a licensed EMD and EFD and has routinely exceeded the basic standards with EMD & EFD, always showing excellent customer service and following the protocol as intended.

Holly is always willing to pick up OT to help her peers and has already started training new hires. In the training environment Holly has been noticed for her ability to be objective yet encouraging to a new person allowing them the space they need to find their wings but always being there to jump in if needed. Holly has already contributed her strengths to our Field Training Program and other trainers, Holly isn't shy to share her growth and observations as a trainer with others. The staff at large are happy to be working side by side with Holly.

Holly is an asset to the operations here at the CCRCC and the 911 industry at large and will continue to have no limits to her potential here at the CCRCC.

Holly you are a pleasure to work with and we appreciate you.

COMMUNICATIONS DEPARTMENT

EMPLOYEE OF THE

4th QUARTER 2023

This certificate is awarded to

Emergency Communications Officer Kayden Harrison

The CCRCC is proud to announce that CCRCC Communications Officer Kayden Harrison has been selected as the Employee of the Quarter for the 4th quarter of 2023. Kayden was nominated by several of her peers who all echoed the same sentiment that Kayden is an absolute delight to work with.

Though Kayden has been with the CCRCC for a short tenure she demonstrates the skills and ability of a seasoned dispatcher. From the moment Kayden began classroom training, she has taken everything head on, absorbing absolutely everything she could, asking so many great questions, and always being willing to step up and try. Kayden is described as a bright light to work with and always has a smile on her face. Kayden has stepped up to help with several projects including the missing person report and is always signing up for extra overtime to assist her teammates. Kayden has a way of making every shift that much more fun while also being dependable, steady, and always willing to assist a co-worker. Kayden is consistently getting high compliance with her quality assurance reviews and is always looking to better herself with training and pushing herself to be experienced and proficient in all areas. Kayden is credited for her superb customer service and the positive attitude she brings to shift each day.

Kayden has gained the attention and respect of her peers, Supervisors, and management alike. Kayden is such a terrific addition to the CCRCC team and we are thrilled that she is here!

Public Education Team

Our Public Education Team has been hard at work educating our communities on the work we do ……

Gorham 911 Camp - 23 + kids

Bridgton National night Out - 30 kids

North Yarmouth Village Block Party - 75 kids

Windham National Night Out - 200 kids

Falmouth Summer School (extra needs group) - 30 kids

Bridgton FD Elementary kids - 300 kids

Standish Public Safety Fair - 200 kids

Girls on The Run

A local community group in Windham, decided to do a community project honoring Windham's first responders. They honored the Police and Fire departments as well as dispatch with handmade posters, cards and sweets. The girls were very excited to share with us a few times their families had to call 911.

Officer In Charge Promotions

The CCRCC is very honored to welcome these dedicated employees to the OIC team. OIC's at the CCRCC fill the shoes of the Shift Supervisor when one is not present. OIC have one of the most challenging but rewarding positions of influence.

We thank you for taking the agency to the next level in our leadership development.

Congratulations and thank you.

Michael Poirier

Brynn O'Connor

Savanna Wing

Cody Kalinka

New Hire
Haylen Chisholm

Hi! My names Haylen. I graduated college in May of 2023 from University of Maine - Augusta. My degree is in Mental Health and Human Services with a concentration in child mental health. As I dive into this dispatching career, I am eager to help people and learn the ropes of this job. I am always willing to help people when needed, lend a listening ear, and I have a very bubbly personality!! My hobbies include camping on the lake, going on hikes, hanging out with my family and friends, and baking. And I absolutely love animals, all kinds! My favorite food is tacos and I love coffee!

New Hire
Ethan Mackie

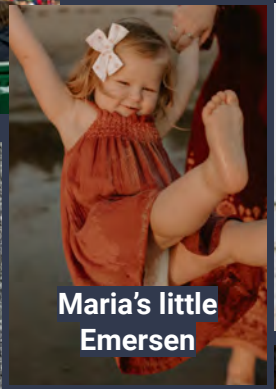
Growing up in Maine I have always loved being outside and spent a lot of time growing up hiking, fishing, and hunting in the rivers and woods. I'm also a big adrenaline junkie and cliff dive and ski regularly. My professional background is in Marine Biology. I graduated with a degree in the subject from UNE in Biddeford. Directly after college I got a job with NOAA as a Northeast Fisheries Observer and began working at sea on commercial fishing boats. I spent around a year and a half there and then worked for the State of Maine in a similar capacity for almost a year. Throughout my life I have always had a passion for helping people and decided to follow that passion to dispatching. I am excited to join the first responder community and serve at the CCRCC.

Naples Fireworks

On July 4, 2023, Dispatchers Victoria Ross, Jaycee Hovey and Erin Pelletier were assigned to unified command at the Naples Causeway fireworks event. Shortly before the event kicked off, radio communication came through that there were shots fired and that the armed suspect had fled the causeway on foot. The on-scene dispatchers coordinated first aid and search efforts for CCSO & Naples fire for several hours. The CCRCC was inundated with 911 calls, incoming tips and mutual aid coordination for the duration of this event. It's times like this that we are proud to have shown up for the what if and to be there for our boots on the ground crews. In this case we had 3 highly trained and committed dispatchers on scene when the what if took a turn.

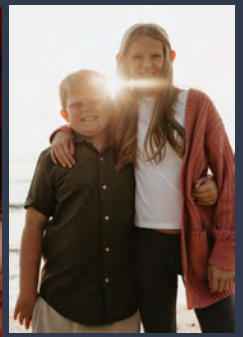
The CCRCC has grown over the years. Here is a glimpse at some of the growth.....

Faith's baby Addyson



Maria's little Emersen

Maria's kiddo's Jacksen & Addysen



Brynn & Dennis's kids Emilia & Addalyn

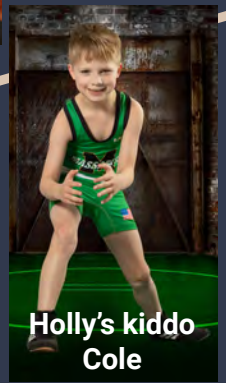
Nicole's kiddo's Harvey & Vada Dexter

Melinda's Nickolas

Scottie's kiddo Zachary

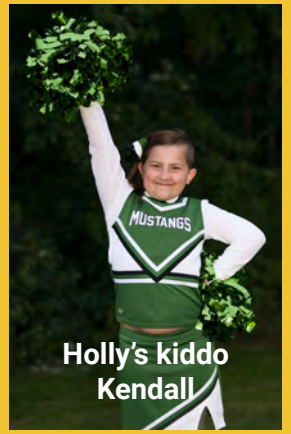
Savannas son Liahm

Savannas Ella



Holly's kiddo Cole

Holly's kiddo Violet



Holly's kiddo Kendall

Melissa's kids Andrew, 16 Sam 2 Natalle, 22 and Matthew, 19

Thursday August 3rd 2023

Ben received a call from a motorist at approx 2015 hours; He was able to get the male caller (Dad) to remain stationary on the side of the road as he proceeded with EMD.

At 2019 hours, a Healthy baby boy was born thanks to the instructions of Ben and the help of Dad. Windham Rescue arrived on scene approximately a minute and a half later and transported both patients to the Hospital.

As you can expect, Ben was stoic and this was light-work for him..but the rest of us in the room were bursting with excitement.

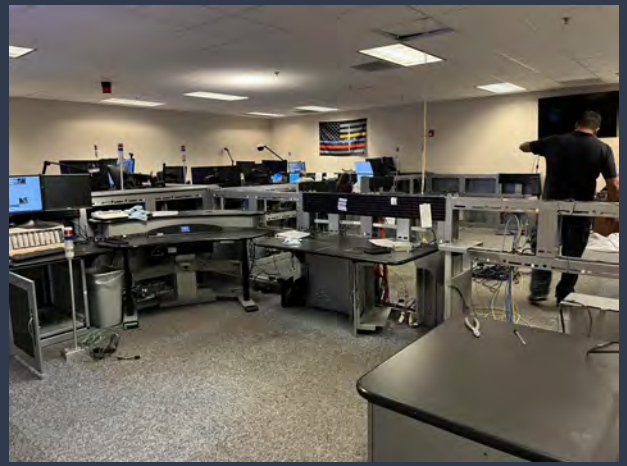
Amazing work Ben!! And Great job to Scottie and Melissa for getting WFD & WPD units to the scene quickly and with prompt updates. This is the stuff that keeps us coming back!

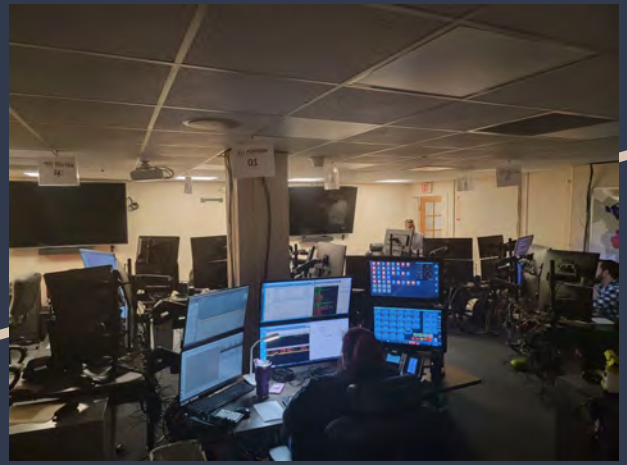
Congratulations Ben Crimmin on earning a BLUE STORK PIN

APCO 2023

August 6-9 | Nashville, TN

CCRCC Make Over





Dispatch moves back to the bunker for a few months

October & November

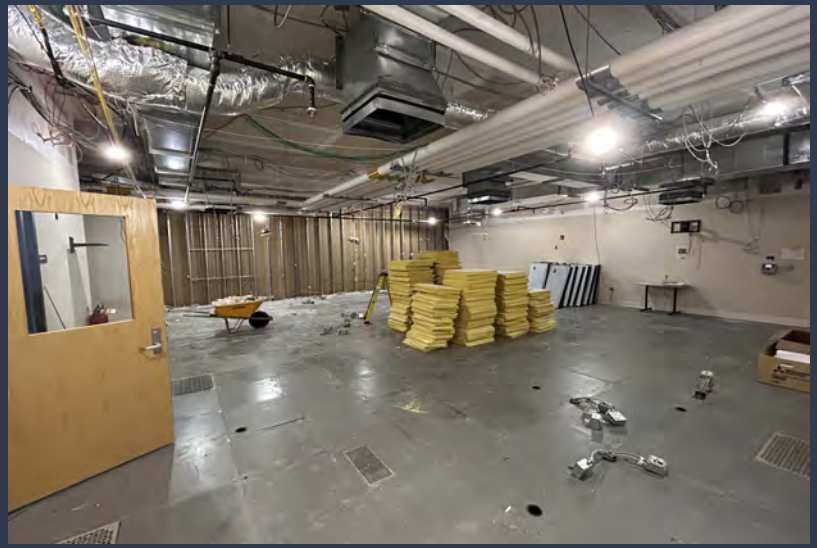
Here at the CCRCC, the walls are falling.

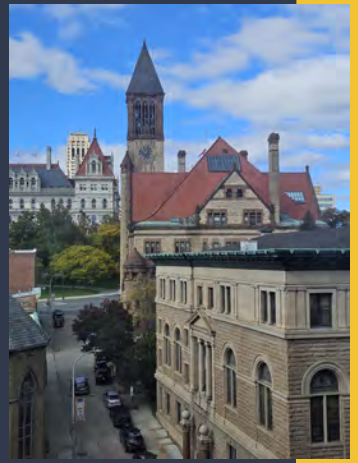
Construction is underway at the Communications center; where our dispatchers are looking forward to a brand new center to return to, in early 2024.

Since first moving from the "Bunker" in 2006, Dispatch has seen very little in terms of room upgrades or console replacement. The brand new Comm. Center will be equipped with all new, 24 hour consoles, upgraded lighting functions, a large window to provide natural daylight and many pieces of wall-mounted technology to aid in large scale events & group training.

A new "build-out" room, containing 4 additional stations is being created in the adjoining space to the center. This space is being outfitted with its own air-handling system which will make the room 100% safe for any future quarantine needs.

Stay tuned for next quarter's update; in the meantime you can find us in "the bunker"!

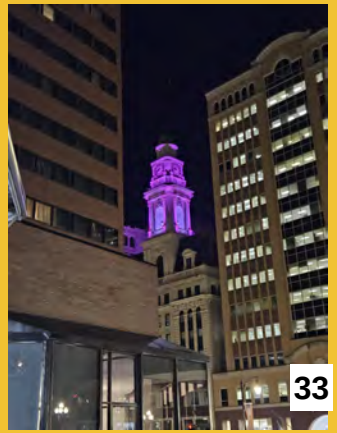




APCO Conference Albany, NY

10/22 - 10/25

Pictured here with our staff is Nathan Lee from the Denise Amber Lee foundation, for the sake of every Denise Amber Lee that would have been we will continue to employee and invest in trained and competent dispatchers to be there for your worst day. We promise...



911 Communications Dispatcher Michael Poirier

I want to say thank you to Director Fairbrother-Dyer and Deputy Director Plummer for allowing me to attend this conference.

I have never attended a Regional or National Conference in the almost 18 years I have been an employee here.

There was a time about 3 or 4 years ago when I thought I was starting to feel the effects of burnout from this job. I was struggling through the day after day after day of the ups and DOWNS of this career. Then my daughter became an employee here and now I was the proud papa. She stayed here for about 2 years. During this time I saw her excel in so much about this job. I was very proud of her and she told me it was because of the way her mother and I raised her. She struggled with some tough calls and ultimately had to move on.

Near the end of my daughter's time here, I became involved with the 911 Public Education Team we have here. My daughter said she saw an immediate and wonderful change to my future here at dispatch. The director ultimately made me the lead person of this team and I like to think I have made it bigger and better in this past year. I have always been a very social person and ran with this opportunity. We held our 1st Annual Touch-a-Truck Event here at our center, we have been to several Career / Job Fairs recruiting tentative new employees, FD Open Houses, Windham SummerFest, National Night Out & Several Fire Prevention Events. We taught hundreds of children how to use 911 properly with our "911 Trainer for Kids" Simulator that we have.

I've seen a big change in myself in the last year and am looking forward to staying here for the rest of my career until I retire. I have recently become an OIC as a senior staff member and an FTO (Field Training Officer) for our new hires.

I didn't realize the power of these regional and national conferences to share ideas, resources and other things with other dispatchers. From the Keynote Speaker on the 1st day until the very end of the third day, I got to attend many amazing classes. I cried listening to Nathan Lee's story of heartbreak. I laughed during "It Ain't That Serious" when other dispatchers shared the funny bloopers that have occurred at their centers. I attended serious classes with info about the Evolution of 911, Foundations of a Supportive Work Environment, How to Own the Success you have earned and several more great classes.

I spoke with 10-15 different agencies who asked for more information about our Public Education Team we have at our center. I advertised that team on our uniform shirts I wore to the conference. I believe I met some fellow 911 dispatchers who will be lifelong friends and mentors. I'd like to think I am that for them also.

Thanks again for allowing me to attend this conference. I hope this is only the first of a few more I can attend before the end of my career.

GUARANTEED
Vacation time hard at work !

My son Zachary has been involved in 4-H for the last seven years. Every year we've shown pigs, and recently added beef cattle, at Fryeburg Fair. This commitment requires that we remain on the fair property for the entire week of the fair to care for and show our animals. Every year I submit requests to use vacation time for the fair. Many years, I've "moved" to Fryeburg not know if I would need to return to work my shifts because I didn't have a coworker willing to cover for me. In 2023 I was able to utilize the guaranteed vacation program for those days. It was much less stressful leaving work for the fair knowing that my time off would be covered even if it meant mandating that someone else has to work.

This would not have been possible without our new Guaranteed Vacation! A trip with our best friends for her 50th birthday! Thank you!

It's nice not having to stress about vacation being approved !

I loved knowing I was guaranteed time to spend with my family !

On Saturday August 19, 2023

“Team CCSO” was represented in the Portland Fire Department’s Annual Softball tournament. Supv Pelletier, along with members of CCSO & CCJ / their families competed. Entry fees, donations and t-shirt sales went to benefit the Portland Firefighters Children’s Burn Foundation. A power-house team representing Connecticut Fire Depts took home the big trophy.

Total Calls ALL Towns	July	August	September
Law Cases	8,179	7,718	6,784
Fire / EMS	1,780	1,593	1,658
Animal Cases	414	361	313
Total Calls	10,373	9,672	8,755
9-1-1 Call Volume	4,020	3,189	3,029

Total Calls ALL Towns	October	November	December
Law Cases	6,405	6,097	5,662
Fire / EMS	1,559	1,450	2,192
Animal Cases	249	261	208
Total Calls	8,213	7,808	8,062
9-1-1 Call Volume	2,837	2,513	3,048

Total Law Incidents by Town	July	August	September
Baldwin	109	151	96
Bridgton	628	624	521
Casco	356	314	326
Chebeague Island	40	38	9
Cumberland	792	690	664
Frye Island	73	55	14
Gorham	1,237	1,200	1048
Gray	536	562	485
Harpswell	445	452	386
Harrison	293	288	238
Long Island	59	52	3
Naples	543	439	389
New Gloucester	265	248	230
North Yarmouth	118	107	63
Pownal	46	45	50
Raymond	327	288	278
Sebago	118	92	72
Standish	734	682	662
Windham	1,460	1,391	1250
Total	8,179	7,718	6,784

Total Law Incidents by Town	October	November	December
Baldwin	112	100	97
Bridgton	549	491	398
Casco	240	168	195
Chebeague Island	8	3	1
Cumberland	509	542	475
Frye Island	6	0	1
Gorham	1243	1290	1102
Gray	462	426	397
Harpswell	422	362	311
Harrison	216	150	124
Long Island	3	3	3
Naples	280	275	244
New Gloucester	224	220	161
North Yarmouth	101	105	103
Pownal	47	28	43
Raymond	214	209	217
Sebago	86	67	70
Standish	510	525	462
Windham	1173	1133	1258
Total	6405	6097	5662

Total Fire Incidents by Town	July	August	September
Baldwin	9	11	8
Bridgton	52	45	37
Casco	88	85	63
Chebeague Island	21	18	14
Cumberland	108	118	182
Frye Island	11	9	4
Gorham	278	253	304
Gray	138	127	133
Harpswell	99	82	65
Harrison	30	25	34
Long Island	5	6	4
Naples	108	94	87
New Gloucester	49	49	53
North Yarmouth	50	40	51
Pownal	31	20	13
Raymond	107	97	65
Sebago	60	35	35
Standish	215	184	192
Windham	321	295	314
Total	1,780	1,593	1,658

Total Fire Incidents by Town	October	November	December
Baldwin	8	17	16
Bridgton	34	26	83
Casco	71	59	98
Chebeague Island	3	12	15
Cumberland	92	95	125
Frye Island	6	0	1
Gorham	294	259	360
Gray	107	143	157
Harpswell	90	92	88
Harrison	27	27	57
Long Island	3	4	6
Naples	75	63	80
New Gloucester	53	48	98
North Yarmouth	46	32	66
Pownal	21	13	35
Raymond	76	77	124
Sebago	26	23	49
Standish	210	172	275
Windham	317	288	459
Total	1,559	1,450	2,192

Total Animal Complaints by Town	July	August	September
Baldwin	5	11	6
Bridgton	32	35	13
Casco	28	42	32
Chebeague Island	2	0	0
Cumberland	30	25	14
Frye Island	0	0	0
Gorham	39	28	40
Gray	25	25	18
Harpswell	15	17	15
Harrison	14	11	5
Long Island	0	0	0
Naples	32	17	13
New Gloucester	28	19	14
North Yarmouth	16	11	6
Pownal	2	3	1
Raymond	28	28	26
Sebago	3	3	6
Standish	46	38	47
Windham	69	48	57
Total	414	361	313

Total Animal Complaints by Town	October	November	December
Baldwin	5	8	4
Bridgton	12	15	13
Casco	11	10	9
Chebeague Island	0	0	1
Cumberland	24	18	17
Frye Island	0	0	0
Gorham	45	43	33
Gray	19	24	13
Harpswell	12	11	8
Harrison	9	5	6
Long Island	1	0	0
Naples	10	8	4
New Gloucester	9	8	13
North Yarmouth	5	14	13
Pownal	1	2	7
Raymond	12	10	8
Sebago	6	4	5
Standish	19	22	19
Windham	49	59	35
Total	249	261	208

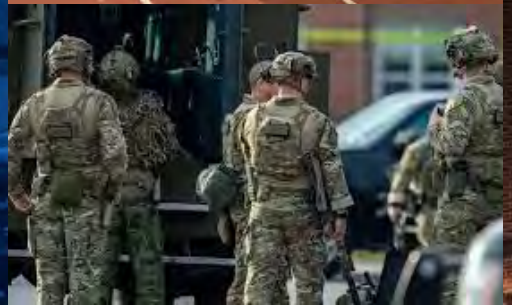
Quality Assurance

The CCRCC works very hard to maintain a high level of quality in the work that is done by the members of the organization. The CCRCC has developed a program to measure this Quality throughout the agency on a daily, monthly, yearly basis.

Case Reviews	July	August	September
Law Case Reviews	75	65	55
Self QA	40	33	34
EFD Case Reviews	46	53	52
EMD Case Reviews	100	100	100
Monthly NCIC Validations	44	59	59
Missing Person Reviews	18	12	20
9-1-1 Average Ring Time	7 seconds	7 seconds	7 seconds

Case Reviews	October	November	December
Law Case Reviews	49	73	59
Self QA	27	38	36
EFD Case Reviews	52	61	57
EMD Case Reviews	100	100	100
Monthly NCIC Validations	66	48	63
Missing Person Reviews	27	21	18
9-1-1 Average Ring Time	7	7	8

Our ESU dispatchers responded to the City of Lewiston with the Cumberland County ESU Team to provide Tactical Dispatch support during the incident. Another group of Dispatchers responded to LA 911 to make available on scene dispatchers and mental health peer support in the days following the tragedy.



Lewiston-Auburn 9-1-1
Emergency Communications System
Timothy W. Hall, Director
552 Minot Avenue, Auburn, Maine 04210
207.786.5380 ~~ 207.795.0743 *fax*

November 1, 2023

One week ago today our community suffered an unimaginable tragedy. Our thoughts remain with the victims, their families, their friends, and our entire community.

The first 9-1-1 call was received just before 7:00 that evening and between that time and midnight our dispatchers answered over 700 phone calls while doing their best to relay necessary information to our Police, Fire, and EMS partners in the field. As the Director of the Center I cannot express how profoundly proud I am of the staff on duty when this event unfolded; they performed exceptionally well in impossible circumstances. I also want to recognize our off duty personnel that responded to the center to provide assistance that night as well as everyone that has worked in the days following; your commitment to service is second to none.

In addition to our own staff we want to recognize and thank our partners at the Androscoggin County Regional Communications Center, Lisbon Police Department Communications Center, United Ambulance Communications Center, State of Maine Department of Public Safety Communications Center, Cumberland County Regional Communications Center, and the Franklin County Regional Communications Center – your contributions on that night and in the time since have been invaluable.

We would also like to thank our community; the outpouring of support we have received from around the Country this past week has been overwhelming; from letters, cards, e-mails, and phone calls, to the numerous local establishments that have brought in food and coffee to keep us going.

Please continue to care for one another.

With appreciation,

Timothy Hall, Director
Lewiston/Auburn 9-1-1

On November 11th, Cumberland County's Softball Team "4 the Fallen" competed in a benefit softball tournament for the families of those lost and wounded in the tragic Lewiston shootings. Members from CCSO, CCJ, CCRCC, Lewiston Fire, Lisbon Police and Bridgton Police collectively made the tournament's only First-Responder team. In a very entertaining twist, Actor Patrick Dempsey joined the First-Responder team, providing top notch fielding and some rusty batting. Opportunities like these allow our employees to be out with the community and be "human" beyond the physically and emotionally heavy aspects of the job.

November 2023

Although it’s been very busy for the Cumberland County ESU team, the training never stops. In November, the team conducted a large-scale training scenario in Poland. Pictured above are TAC dispatchers Maria Jensen, Nicole Dexter, Erin Pelletier along with Detective Kim Emery who were in charge of Command for this training.

Training is one of the most important things we can do in Public Safety!

Donald L. Durrah Jr

June 1, 1973 – November 1, 2023

OTISFIELD – Donald L. Durrah Jr., 50, of Otisfield passed away on Wednesday, Nov. 1, 2023, at his home. He was born in Portland on June 1, 1973, the son of Donald L. Sr and Winnie Grant Durrah.

He graduated from Gray/New Gloucester High School and received an associate degree in fire science from SMVTI. He had been the 911 Director for Oxford County, **Dispatch Supervisor for Cumberland County** and the Oxford County Administrator. He taught 911 dispatch and was very work oriented.

Donald enjoyed fishing, camping, kayaking, people and life.

He is survived by his husband of 27 years, Thomas Weston of Otisfield; his parents of Zephyrhills, Florida; Bryce; his sister Alice and husband Carl Morrison of Norway; niece Paige Olson (Zachary) of Gardiner; nephew Aaron (Ariel) Morrison of Turner; grand nephews and nieces; and father and mother-in-law William and Patricia Weston.

Daniel L. True

June 12, 1951 – November 4, 2023

Daniel L. True, 72, of Gray, died peacefully Saturday evening November 4, 2023, at his home. He was born in Lewiston on June 12, 1951, the son of Edward and Bessie (Haskell) True. He grew up in New Gloucester with his brothers, Calvin, and Harvey, and moved to Gray in the 1980s. Dan graduated from Gray-New Gloucester High School in 1969 and attended one year at the University of Maine in Orono prior to joining the US Army in February 1971 for three years. He served for seven months in Vietnam as part of the Army Security Agency. After searching the world over he found the love of his life in 1981 through friends, Donnie and Iva Carroll. Of course, it took him eight years to realize it and finally married his wife, Nancy Coffill, on September 30, 1989, and became a loving step dad to her daughters, Bethany, and Karen. Dan had several jobs after he got out of the service. He finally settled down after he got married as he started his dispatch career in the early 1990s for Gray Fire and Rescue. While working there, he was convinced to take a part time position as dispatcher for the **Cumberland County Regional Communications Center**, which soon turned into a full-time position where he retired in 2014. Dan was a past commander and life-time member of the Gray American Legion. He was also a member of the New-Gloucester Amets. He was a volunteer for the New Gloucester Rescue. He served on the Gray-New Gloucester School Board by Town Council appointment and served an elected term as a New Gloucester resident before moving to Gray. There he initially was appointed to fill a temporary position and served an elected term as a Gray resident, one year as chairperson. He was a talented public speaker and excelled at writing articles for any occasion. He was also involved in local politics, serving as campaign manager for several terms.

Dan enjoyed life. He loved to make people laugh, loved parties, and did many good deeds quietly for family and friends, including mentoring a grandnephew. He had a great sense of humor; enjoyed reading, making puzzles, doing Sudoku, Cross Sums, and Logic Problems, and watching NASCAR racing. He also looked forward to fireworks on the 4 th of July at his camp in Poland each year.

Dan was one of a kind. He had started writing his Obit with these words. “If you are reading this, you know I am now dead.” This is the Dan - the humor, the joy he spread, the love of life he enjoyed – the man we knew and will always remember fondly.

Dan was predeceased by his parents. He is survived by his wife, Nancy, his stepdaughter Bethany Wildes, and her fiancé T; his stepdaughter Karen Anderson; four grandchildren: Kyle Michaud, Emily Palizay, Michael Wildes and Benjamin Wildes; his brother Calvin True and his wife Deborah; his brother Harvey True and his wife Linda; his Aunt Eleanor Draper, and numerous cousins, nephews, nieces, and grandnephews and grandnieces.

Emails to remember

911 Director
Melinda J Fairbrother-Dyer

mjdyer@cumberlandcounty.org

911Director@cumberlandcounty.org

911 Deputy Director
Deborah Plummer

DPlummer@cumberlandcounty.org

To Contact ALL CCRCC Supervisors

ccrcc_supervisors_group@cumberlandcounty.org

To Contact ALL CCRCC Staff for an announcement

announcements@cumberlandcounty.org

To reach the County IT Department

helpdesk@cumberlandcounty.org

To request a change or modification or to ask a question about your agencies response plans, please send emails to:

responseplans@cumberlandcounty.org

TAC, NCIC, or METRO related questions please contact:

tac_team@cumberlandcounty.org

If you would like our Public Education Team to be at your event

911_public_ed@cumberlandcounty.org

Cumberland County, ME
9-1-1
911 Communications

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-014 **Agenda Date:** 3/19/2024 **Agenda #:**

Agenda Item Request:

Approval of Cumberland County Sheriff's Office Commissions August through December 2023

Background and Purpose of Request:
Requestor: Courtney George, Sheriff's Office
Effective Date if Applicable:
August 2023 - December 2023

Cumberland County Sheriff's Office

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

36 COUNTY WAY, PORTLAND, ME 04102 PHONE (207) 774-1444 ~ FAX (207) 828-2373

TO: CUMBERLAND COUNTY COMMISSIONERS

FROM: SHERIFF KEVIN JOYCE KJJ

DATE: JANUARY 23, 2024

SUBJECT: SHERIFF'S OFFICE COMMISSIONS AUGUST- DECEMBER 2023

Agency	Officer
CCSO	Mark Mitchell Brian Pellerin John Cross Marc Derr TJ Reese Joseph Burke Alec Thompson
CCJ	Cheryl Holmes Gregory Morrison Cody Belyea Michael Stotts Michael Pomerleau Robert Ryder
USM	Paul Cox Christopher Mitchell Derek Abbott
Yarmouth PD	Derek Miller
Westbrook	Mia Durgin Jacob Garza Mark Mitchell Colby Clark Garrett McCarthy
Cape Elizabeth	Brent Sinclair Tammy Schafran Jeffrey Gaudette

Freeport	**Jason O'Toole** **Matthew Moorhouse** **Nathaniel Goodman** **Greg Mears** **Charles Tetreau** **Alison Murray** **Matthew McCormick**
Falmouth	**Amanda Hogg** **David Young** **Kurt Fegan** **John Kilbride** **Jeffrey Pardue**
Cumberland	**Eric Bell**
Saco	**Bruce Cote** **Loretta Donaldson** **Michael Spencer** **Jonathan Sanderson**
Windham	**Albert Lappin** **Tracy Bradway** **Eugene Gallant** **Devyn Rogers** **Robert Hunt**
Gorham	**Dean Hannon** **Vincent Perfetto**
Portland	**Jeffrey Druan**
South Portland	**Michael Armstrong**
SRT	**Samuel Bennett** **Scott Jarrett** **Jeremy Riddle** **Jebediah Johnson**

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-015 **Agenda Date:** 3/19/2024

Agenda Item Request:

Authorization for the County Manager to enter into a contract amendment between Cumberland County and Maine Public Employees Retirement System and Provide MainePERS Special Plan 3C to the following non-union Law Enforcement Officers who regularly work more than 20 hours per week and who are not seasonal or temporary: Administrative Lieutenant and Administrative Sergeant, for service rendered after March 31, 2024. Service rendered by these officers before April 1, 2024 remains under the Regular Plan AC.

Background and Purpose of Request:
Requestor: Dawn Pazmany, Human Resources

The purpose of the request is to To see if Cumberland County will vote to change its plan for certain non-union Law Enforcement Officers effective April 1, 2024 for future service only.

Funding Amount and Source: N/A

Effective Date if Applicable: April 1, 2024

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-015 **Agenda Date:** 3/19/2024

Agenda Item Request:

Authorization for the County Manager to enter into a contract amendment between Cumberland County and Maine Public Employees Retirement System and Provide MainePERS Special Plan 3C to the following non-union Law Enforcement Officers who regularly work more than 20 hours per week and who are not seasonal or temporary: Administrative Lieutenant and Administrative Sergeant, for service rendered after March 31, 2024. Service rendered by these officers before April 1, 2024 remains under the Regular Plan AC.

Background and Purpose of Request:
Requestor: Dawn Pazmany, Human Resources

The purpose of the request is to To see if Cumberland County will vote to change its plan for certain non-union Law Enforcement Officers effective April 1, 2024 for future service only.

Funding Amount and Source: N/A

Effective Date if Applicable: April 1, 2024

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-016 **Agenda Date:** 3/19/2024

Agenda Item Request:

Authorization for the County Manager to sign an 18-month contract with the Town of Baldwin for Assessing services.

Background and Purpose of Request:

Requestor: James H. Gailey, County Manager

The Town of Baldwin's Assessing contract expired in December 2023. This contract is off cycle from the other towns within the assessing program and was overlooked. I have been in contract with the Town Select Board and have worked with them on an eighteen-month contract. The proposed term will get this contract in-line with the other towns, who will be expiring in June of 2025.

Presentation: No

Funding Amount and Source: $1,511.27 per month or $27,202.78 over 18-months

Effective Date if Applicable: January 1, 2024

Maine
Cumberland **County**

POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	James H. Gailey, County Manager
DATE:	March 11, 2024
SUBJECT:	Town of Baldwin Assessing Contract

Requested Action:

Authorize the County Manager to sign an 18-month contract with the Town of Baldwin for Assessing services.

Background & Purpose of Request:

The Town of Baldwin's Assessing contract expired in December 2023. This contract is off cycle from the other towns within the assessing program and was overlooked. I have been in contract with the Town Select Board and have worked with them on an eighteen-month contract. The proposed term will get this contract in-line with the other towns, who will be expiring in June of 2025.

Funding Amount and Source: $1,511.27 per month or $27,202.78 over 18-months

Effective Date if Applicable: January 1, 2024

Attachments: 18-month contract between Town and County

CUMBERLAND COUNTY CONTRACT FOR ASSESSING SERVICES

January 1, 2024 to June 30, 2025

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

This Contract, effective January 1, 2024 is made by and between the Town of Baldwin, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), and the County of Cumberland (hereinafter referred to as "COUNTY"), to provide assessing services within the town limits of Baldwin, Cumberland County, Maine.

W I T N E S S E T H:

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

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

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

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

WHEREAS, the County Assessor shall serve as the Assessor Agent for the TOWN;

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

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

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

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

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

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

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

ARTICLE 2 – LEVELS OF SERVICE

1. Assessing Services

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

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

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

Electronic access to the committed data and forms shall be made available to the general public. The COUNTY will be responsible for monthly software updates, as the TOWN will be responsible for all software upgrades.

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

2. Supplies, Equipment and Office Furniture.

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

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

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

3. Administrative Responsibilities

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

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

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

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

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

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

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

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

ARTICLE 3 – OTHER RESPONSIBILITIES

1. Right of Control

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

2. Assignment of Assessing Duties

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

ARTICLE 4 – TOWN RESPONSIBILITIES

1. Office Space

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

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

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

2. **Town's Ordinances**

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

ARTICLE 5 – TERM

1. This Contract shall remain in full force and effect commencing January 1, 2024 to June 30, 2025 all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

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

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

4. This Contract is for an 18-month contract, allowing for all municipal Contracts to be on the same timeframe and term.

ARTICLE 6 – COSTS

1. The total amount due for all assessing services for subsequent years shall be based upon the proposal submitted by the COUNTY during the TOWN's budget process to be approved by the Town Council and/or Town Meeting. The total amount due for all services beginning January 1, 2024 to June 30, 2025 shall be:

$1,511.27 per month is based off from a $27,202.78 for the 18-month cost for the TOWN's assessing services. This is absent costs associated with the revaluation of the town during January 2024 – June 30 2025.

1.1 Written notification of annual changes in cost or other provisions of the Agreement must be submitted to the TOWN in writing no later than December 1st of each year. If TOWN wishes to explore alternative assessing services, said TOWN shall notify the COUNTY no later than January 1st of its intent to terminate the contract at the conclusion of the current contract year.

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

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

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

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

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

ARTICLE 8 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 9 – AUDIT OF RECORDS

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

ARTICLE 10 - STANDARD OF PERFORMANCE

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

ARTICLE 11 – INDEMNITY

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

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

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

ARTICLE 12 – TERMINATION

This contract shall expire on June 30, 2025. The Agreement shall automatically renew for one additional 3-year term unless either party provides written notification to the other no later than January 1st, of a given year, of its intent to terminate the contract at the conclusion of that contract year.

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

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

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

ARTICLE 13 – TRANSITION

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

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

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

ARTICLE 14 – AUTHORITY TO EXECUTE AND ENFORCE

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

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

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

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

ARTICLE 15 – ENTIRE AGREEMENT

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: _____

COUNTY MANAGER

DATE: _____

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN OF BALDWIN

BY: James Dolloff

CHAIR OF SELECT BOARD

DATE: 3-5-2024

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

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

Exhibit B: Municipal Oversight Committee

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

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

The purpose of the annual committee meeting will be to:

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

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

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

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

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-017 **Agenda Date:** 3/19/2024 **Agenda #:**

Agenda Item Request:

Authorization for the County Manager to submit a proposal to the State of Maine Department of Public Safety in response to the FY 2024 Substance Use Disorder Assistance Program Request for Applications.

Background and Purpose of Request:

Requestor: Liz Blackwell-Moore, Public Health Department

The Maine Department of Public Safety recently released a Request for Applications for the FY 2024 Substance Use Disorder Assistance Program. The purpose of the program is to assist persons with presumed substance use disorder using liaison strategies both before and after arrest to refer alleged low-level (non-felony) offenders into community-based treatment and support services. The program will run from April 1, 2024-March 31, 2025. The Department of Public Safety anticipates make multiple awards with $500,000 in available funding.

The Department of Public Safety's Substance Use Disorder Assistance Program has previously funded the Pathways of HOPE program in 2023 - a collaboration between the Cumberland County Public Health Department and the Portland Recovery Community Center. To date, this program has served over 130 Cumberland County residents and supplied approximately 350 months of recovery housing to persons in the program. The purpose of this Position Paper is to inform the Commissioners of the plan to apply for the Substance Use Disorder Assistance funding and receive authorization to submit.

Presentation: [Yes or No]

Funding Amount and Source:

The County Public Health Department and PRCC are working on a proposal in response to the RFA with a proposed budget of around $350,000-$400,000 to be spent in one year. No matching funds are required and no additional county funding will be needed to complete the requirements of the grant.

Effective Date if Applicable:

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-017 **Agenda Date:** 3/19/2024

Agenda Item Request:

Authorization for the County Manager to submit a proposal to the State of Maine Department of Public Safety in response to the FY 2024 Substance Use Disorder Assistance Program Request for Applications.

Background and Purpose of Request:

Requestor: Liz Blackwell-Moore, Public Health Department

The Maine Department of Public Safety recently released a Request for Applications for the FY 2024 Substance Use Disorder Assistance Program. The purpose of the program is to assist persons with presumed substance use disorder using liaison strategies both before and after arrest to refer alleged low-level (non-felony) offenders into community-based treatment and support services. The program will run from April 1, 2024-March 31, 2025. The Department of Public Safety anticipates make multiple awards with $500,000 in available funding.

The Department of Public Safety's Substance Use Disorder Assistance Program has previously funded the Pathways of HOPE program in 2023 - a collaboration between the Cumberland County Public Health Department and the Portland Recovery Community Center. To date, this program has served over 130 Cumberland County residents and supplied approximately 350 months of recovery housing to persons in the program. The purpose of this Position Paper is to inform the Commissioners of the plan to apply for the Substance Use Disorder Assistance funding and receive authorization to submit.

Presentation: [Yes or No]

Funding Amount and Source:

The County Public Health Department and PRCC are working on a proposal in response to the RFA with a proposed budget of around $350,000-$400,000 to be spent in one year. No matching funds are required and no additional county funding will be needed to complete the requirements of the grant.

Effective Date if Applicable:

Maine
Cumberland County

Memo to the Grants Committee
March 5, 2024
From: Liz Blackwell-Moore, Public Health Director
Subject: FY 2024 Substance Use Disorder Assistance Program grant application.

The Maine Department of Public Safety recently released a Request for Applications for the FY 2024 Substance Use Disorder Assistance Program. The purpose of the program is to assist persons with presumed substance use disorder using liaison strategies both before and after arrest to refer alleged low-level (non-felony) offenders into community-based treatment and support services. The program will run from April 1, 2024-March 31, 2025. The Department of Public Safety anticipates make multiple awards with $500,000 in available funding.

The Department of Public Safety's Substance Use Disorder Assistance Program has previously funded the Pathways of HOPE program in 2023 – a collaboration between the Cumberland County Public Health Department and the Portland Recovery Community Center. To date, this program has served over 130 Cumberland County residents and supplied approximately 350 months of recovery housing to persons in the program. The SUD Assistance Program grant funding will fund the following:

- 1 FTE social service navigator at Portland Recovery Community Center
- Program management by the Behavioral Public Health Manager, Brandon Irwin, within the County Public Health Department
- Treatment and recovery housing funds
- Finance supports from Sadie Dalzell, Finance and Administrative Assistant, within the County Public Health Department

Adapted from existing deflection program models[1], Pathways of HOPE relies on several referral pathways. First, the self-referral pathway will receive anyone who voluntarily walks in the door at the Portland Recovery Community Center attempting to access services. In previous iterations of the program, many of these self-referred participants learn about the program through word-of-mouth. Second, the program will partner with local agencies from across the criminal legal system, including local law enforcement agencies (officers and behavioral health liaisons), treatment court, probation, and jail reentry to establish and/or strengthen pathways to the program. In these pathways, the program relies on personnel within the criminal legal system to identify potential participants and refer them to the program. In the past, this has in some cases also involved transportation to PRCC. Lastly, the program will receive referrals from community-based programs that interact with people who use drugs and who have current or are at risk of criminal legal system involvement. This pathway largely includes, but is not limited to, outreach workers who interact with the unhoused population.

Participation is voluntary but requires the individual to meet with a Peer Resource Navigator employed by PRCC to assess and identify unmet needs, receive referral information and be linked to services (as needed and applicable). Once the PRCC social service navigator has completed an assessment to identify the unmet needs of the person with an SUD, they support them to connect with recovery supports, treatment, recovery housing, or other social services to support them to get their needs met. If there is a financial barrier for getting into treatment or recovery housing, the grant can pay for up to $3000 in treatment or a few months of recovery housing. (Number of months will depend on total funding awarded).

No matching funding is required for this grant and no additional funding will be needed from the County in order to complete the requirements of this grant.

[1] The Six Pathways: Frameworks for Implementing Deflection to Treatment, Services, and Recovery. Bureau of Justice Assistance (BJA)'s Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP), Center for Health Justice (June 2023).

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-018 **Agenda Date:** 3/19/2024

Agenda Item Request:

Authorization for the County Manager to submit a proposal to the Office on Violence Against Women in response to a Request for Proposals for the Improving Criminal Justice Response Grant.

Background and Purpose of Request:

Requestor: Jennifer Annis, Violence Intervention Partnership, Public Health

The U.S Department of Justice, Office on Violence Against Women (OVW) recently released a solicitation for the Grant to Improve Criminal Justice Response (ICJR) for 2024. This program assists state, local, and tribal governments, and courts to improve the criminal justice response to domestic violence, dating violence, sexual assault, and stalking as serious violation of criminal law, and seek safety and autonomy for victims.

The Violence Intervention Partnership (VIP) currently manages an OVW ICJR grant from 2021, and is seeking to apply for a continuation of the project. The current ICJR grant is scheduled to end 9/30/2024. Under the FY24 ICJR Solicitation, Cumberland County may apply for $500,000 in funding for 36 months.

The Cumberland County Public Health Department's VIP currently manages the 2021 ICJR grant in collaboration with Through These Doors, Sexual Assault Response Services of Southern Maine, Maine Pretrial Services, and the Portland Police Department, along with the support of many criminal and civil legal partners, community- based organizations, survivors, and healthcare partners that support survivors in a variety of ways.

Funding Amount and Source:

If awarded, funding would start on 10/1/2024, no match requirement and no additional county funding

Effective Date if Applicable: 3/19/2024

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-018 **Agenda Date:** 3/19/2024

Agenda Item Request:

Authorization for the County Manager to submit a proposal to the Office on Violence Against Women in response to a Request for Proposals for the Improving Criminal Justice Response Grant.

Background and Purpose of Request:

Requestor: Jennifer Annis, Violence Intervention Partnership, Public Health

The U.S Department of Justice, Office on Violence Against Women (OVW) recently released a solicitation for the Grant to Improve Criminal Justice Response (ICJR) for 2024. This program assists state, local, and tribal governments, and courts to improve the criminal justice response to domestic violence, dating violence, sexual assault, and stalking as serious violation of criminal law, and seek safety and autonomy for victims.

The Violence Intervention Partnership (VIP) currently manages an OVW ICJR grant from 2021, and is seeking to apply for a continuation of the project. The current ICJR grant is scheduled to end 9/30/2024. Under the FY24 ICJR Solicitation, Cumberland County may apply for $500,000 in funding for 36 months.

The Cumberland County Public Health Department's VIP currently manages the 2021 ICJR grant in collaboration with Through These Doors, Sexual Assault Response Services of Southern Maine, Maine Pretrial Services, and the Portland Police Department, along with the support of many criminal and civil legal partners, community- based organizations, survivors, and healthcare partners that support survivors in a variety of ways.

Funding Amount and Source:

If awarded, funding would start on 10/1/2024, no match requirement and no additional county funding

Effective Date if Applicable: 3/19/2024

Maine
Cumberland County

Memo to the Commissioners

March 11, 2024
From: Jennifer Annis, Violence Intervention Partnership Program Manager
Subject: Office on Violence Against Women 2024 Grants to Improve Criminal Justice Response Application

The U.S Department of Justice, Office on Violence Against Women (OVW) recently released a solicitation for the Grant to Improve Criminal Justice Response (ICJR) for 2024. This program assists state, local, and tribal governments, and courts to improve the criminal justice response to domestic violence, dating violence, sexual assault, and stalking as serious violation of criminal law, and seek safety and autonomy for victims. The Violence Intervention Partnership (VIP) currently manages an OVW ICJR grant from 2021, and is seeking to apply for a continuation of the project.

OVW funding has provided resources to support the efforts of VIP's Coordinated Community Response to domestic and sexual abuse for over 25 years. Under the FY24 ICJR Solicitation, local governments that have a service area population up to 400,000 may apply for $500,000 in funding for 36 months. The funding for this grant would begin on 10/1/2024. The Cumberland County Public Health Department's VIP currently manages the 2021 ICJR grant in collaboration with Through These Doors, Sexual Assault Response Services of Southern Maine, Maine Pretrial Services, and the Portland Police Department, along with the support of many criminal and civil legal partners, community-based organizations, survivors, and healthcare partners that support survivors in a variety of ways. The current ICJR grant is scheduled to end 9/30/2024.

In an effort to continue the important work of supporting people who are experiencing domestic violence, sexual assault, dating violence and stalking, the VIP is working on a proposal in response to the ICJR RFP. The proposed ICJR project will continue to work with various community partners to enhance victim safety and improve offender accountability by utilizing the foundation that has already been established, and look to improve access and support to historically marginalized and underserved communities.

OVW grant funded staff and other MOU partners will work to enhance victim safety and improve offender accountability while focusing on advancing equity through the following initiatives: 1) Collaborating with local and national subject matter experts with expertise in working with historically marginalized communities; 2) Working on improving policies and procedures that increase accessibility for people with limited English proficiency and/or are Deaf or Hard of Hearing; 3) Focus on offender accountability utilizing Maine Pretrial Services DV Specialist, Risk Assessment, Electronic Monitoring, High Risk Response Teams, and creating best practices and policies for DV/SA offenders who are referred to specialty courts; 4) Improve victim safety by utilizing high risk response teams for offenders, creating a high risk team for criminalized survivors, funding interpretation and translation services for victim service agencies, providing an emergency fund for survivors to assist with immediate safety needs, and by utilizing an Inclusive Specialist Sexual Assault advocate; 5) Provide training for law enforcement, criminal and civil legal partners, advocates, and other MOU partners on culturally specific response, and best practices and policies for domestic violence, dating violence, sexual assault and stalking. The use of funds proposed include funding for the following:

- 1 FTE for TTD to do systems advocacy, training, and lead the high-risk response team and high risk criminalized survivor team
- .5-1 FTE for SARSSM to do outreach to marginalized and underserved communities and provide support to survivors of sexual assault, systems advocacy and training

- .5 FTE at Maine Pretrial Services to provide specialized case management to domestic violence offenders, oversee the electronic monitoring program and provide training on the program, and lead best practices in specialty courts
- Contract with subject matter experts to provide expertise and culturally relevant training
- Contract with multi-disciplinary trainers who are not otherwise funded
- Interpretation and translation to support survivors who need language access to include ASL services
- Provide financial support for advisors with lived experience

No matching funding is required for this grant and no additional funding will be needed from the County in order to complete the requirements of this grant.

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-019 **Agenda Date:** 3/19/2024 **Agenda #:**

Agenda Item Request:

Authorization for the County Manager to Submit a Proposal to the University of Minnesota's Mobility, Access, and Transportation Insecurity program (MATI) Request for Proposals.

Background and Purpose of Request:
Requestor: Liz Blackwell-Moore, Public Health Department
The University of Minnesota's Center for Transportation Studies recently released a Request for Proposals for the Mobility, Access, and Transportation Insecurity program (MATI) with funding from the Federal Transit Administration. The purpose of the program is to support the planning and development of demonstration projects that can help address issues of transportation insecurity. This funding aligns very well with the Cumberland County Public Health Department's goal to "Improve Transportation Access," prioritized in the 2022-2025 Community Health Improvement Plan for Cumberland County.

Since 2022, the Department has been partnering with the Moving Maine Network, the City of Portland Resettlement Program, and other stakeholders to improve transportation access for very low-income families and individuals. The Cumberland County Public Health Department is working on a proposal for Phase 1 funding of $150,000 to build on this work through a 9-12-month planning process for a mobility management demonstration project. Selection for Phase 1 means you are eligible for Phase 2 implementation funding up to $700,000 over 24 months. No matching funds are required and no additional county funding will be needed to complete the requirements of the grant. The purpose of this Position Paper is to inform the Commissioners of the plan to apply for the MATI funding and receive authorization to submit.

Funding Amount and Source:
Phase 1 funding of $150,000, Phase 2 funding up to $700,000, no matching funds are required.

Effective Date if Applicable: 4/1/2024

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-019 **Agenda Date:** 3/19/2024

Agenda Item Request:

Authorization for the County Manager to Submit a Proposal to the University of Minnesota's Mobility, Access, and Transportation Insecurity program (MATI) Request for Proposals.

Background and Purpose of Request:

Requestor: Liz Blackwell-Moore, Public Health Department

The University of Minnesota's Center for Transportation Studies recently released a Request for Proposals for the Mobility, Access, and Transportation Insecurity program (MATI) with funding from the Federal Transit Administration. The purpose of the program is to support the planning and development of demonstration projects that can help address issues of transportation insecurity. This funding aligns very well with the Cumberland County Public Health Department's goal to "Improve Transportation Access," prioritized in the 2022-2025 Community Health Improvement Plan for Cumberland County.

Since 2022, the Department has been partnering with the Moving Maine Network, the City of Portland Resettlement Program, and other stakeholders to improve transportation access for very low-income families and individuals. The Cumberland County Public Health Department is working on a proposal for Phase 1 funding of $150,000 to build on this work through a 9-12-month planning process for a mobility management demonstration project. Selection for Phase 1 means you are eligible for Phase 2 implementation funding up to $700,000 over 24 months. No matching funds are required and no additional county funding will be needed to complete the requirements of the grant. The purpose of this Position Paper is to inform the Commissioners of the plan to apply for the MATI funding and receive authorization to submit.

Funding Amount and Source:

Phase 1 funding of $150,000, Phase 2 funding up to $700,000, no matching funds are required.

Effective Date if Applicable: 4/1/2024

Maine
Cumberland County

Memo to the Commissioners

March 11, 2024
From: Liz Blackwell-Moore, Public Health Director
Subject: Proposal in response to the University of Minnesota's Mobility, Access, and Transportation Insecurity program (MATI) RFP

The University of Minnesota's Center for Transportation Studies recently released a Request for Proposals for the Mobility, Access, and Transportation Insecurity program (MATI) with funding from the Federal Transit Administration. The purpose of the program is to support the planning and development of demonstration projects that can help address issues of transportation insecurity. In Phase 1, the MATI program is awarding 8 grants of up to $150,000 to collaborative teams to develop detailed implementation plans for innovative demonstration projects, including a research and evaluation plan. Selection for Phase 1 means you are eligible for Phase 2 implementation funding up to $700,000 over 24 months. This funding aligns very well with the Cumberland County Public Health Department's goal to "Improve Transportation Access," adopted in the 2022-2025 Community Health Improvement Plan for Cumberland County. The plan includes the following priority strategies:

- Establish financing mechanism to fund fare-free transit for low-income communities.
- Build capacity of Mobility Management initiatives to improve transportation access.

Since 2022, the Cumberland County Public Health Department has been partnering with the Moving Maine Network, the City of Portland Resettlement Program, and other stakeholders to improve transportation access for very low income families and individuals, especially people experiencing homelessness and those living in emergency housing. The Department worked to develop and implement several solutions, including a shuttle service between Freeport hotels and Portland and a FEMA-funded bus pass program for asylum seekers. The proposed MATI project would enable the Department to continue these efforts to create transportation solutions for very low-income individuals and families.

The Cumberland County Public Health Department is proposing to use Phase 1 MATI program grant funding to develop a community-informed implementation plan for an "institutional-style" bus pass program that provides unlimited rides to qualifying individuals and families in the Greater Portland region. This would include access to the Greater Portland METRO, South Portland Bus Service, BSOOB Transit, and the Lakes Region Explorer. It would function similarly to MaineHealth's pass program for staff and Portland Public Schools' pass program for high schoolers. The implementation plan would include a mobility management program, with staff focused on outreach and partnership-building to ensure accessible, understandable information is available to riders and potential riders.

The planning process itself would result in a comprehensive needs and assets assessment around culturally relevant transportation access in Greater Portland, as well as significant coalition-building among stakeholder organizations. Involved organizations would include transportation providers and agencies that work with the target populations, including immigrant-led community based organizations and the City of Portland's Resettlement Program. Regardless of whether Phase 2 funding is procured, the Phase 1 work would position the region for taking action on solutions and leveraging other discretionary dollars.

Phase 1 MATI program funding will fund the following:

- 0.2 FTE Coordination by Alexis Guy, Health Eating Active Living Team Lead at Cumberland County Public Health Department

- 0.5 FTE Project Management from the Moving Maine Network – a non-profit statewide coalition focused on advancing transportation access
- Support for community engagement activities – which may include contracts with partner organizations as well as items such as translation, facilitation, stipends, incentives, childcare, etc.
- Technical assistance from a consultant with expertise on institutional pass programs

No matching funding is required for this grant and no additional funding will be needed from the County in order to complete the requirements of this grant.

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-028 **Agenda Date:** 3/19/2024 **Agenda #:**

Agenda Item Request:

Motion for the Board of Commissioners to support the Registry of Deeds request to the Maine Revenue Services Department regarding the Maine Real Estate Transfer Tax software implementation.

Background and Purpose of Request:
Requestor: Jessica Spaulding, Register of Deeds
Request for County Commissioners to send a letter of support to Maine Revenue Services regarding the implementation of the new transfer tax portal. Please see the attached Memo and Letter.
Presentation: No
Funding Amount and Source:
N/A

Maine
Cumberland County
POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	Jessica Spaulding – Register of Deeds
DATE:	3/11/24
SUBJECT:	Maine Revenue Services Transfer Tax Portal

Requested Action:

Request for County Commissioners to send a letter of support to Maine Revenue Services regarding the implementation of the new transfer tax portal.

Background & Purpose of Request:

Maine Revenue Service is planning on moving the collection of the Maine Real Estate Transfer Tax to the Maine Revenue Services Tax Portal in October, 2024. The Maine Register of Deeds Association has been contacting Maine Revenue Service without success to understand the requirements of the tax portal. Not all Registries use the same software provider, therefore there could potentially be software updates that are required to utilize the new tax portal. The Registry Association is hopeful that if Maine Revenue Service receives letters of support from each county that it will highly encourage Maine Revenue to openly work with Registries on the implementation.

Funding Amount and Source:

n/a

Effective Date:

Attachments:

Letter of support

Maine
Cumberland **County**

Neil Jamieson
District 1

Susan Witonis
District 2

Stephen Gorden
District 3

Patricia Smith
District 4

James Cloutier
District 5

James H. Gailey
County Manager

March 19th, 2024

To: Maine Revenue Services; Tax Portal Committee
Maine Revenue Services Director, Meg Hodgkins

RE: Maine Revenue Services Tax Portal

Dear Director Hodgkins and members of the Tax Portal Implementation Team;

We, the Commissioners of Cumberland County, write in support of incorporating the Maine Registers of Deeds Association into the planning process for collecting the Real Estate Transfer Tax through the Maine Revenue Services Tax Portal.

We understand that Maine Revenue Service (MRS) is planning to move the collection of the Maine Real Estate Transfer Tax to the Maine Revenue Services Tax Portal in October, 2024. The Registers of Deeds, at the request of MRS, created a tax portal implementation team in hopes of working cohesively with MRS on the implementation of the new software.

It's our understanding that there has been no communication informing the Registers of the actions required to ensure they are following correct procedures with the portal. In addition, the Registry will be fielding questions from the public. It is critical that our Registry staff has the appropriate answers for our constituents regarding the tax portal. We are asking Maine Revenue Service to contact Cumberland County Register Jessica Spaulding to ensure compliance with the County's recording software.

We greatly appreciate your time and effort in helping enhance communication between Maine Revenue Service and the Maine Registry of Deeds Association.

Maine
Cumberland **County**

Neil Jamieson
District 1

Susan Witonis
District 2

Stephen Gorden, Chair
District 3

Thomas Coward
District 4

James Cloutier
District 5

James H. Gailey
County Manager

Respectfully submitted,

Neil Jamieson
District 1

Susan Witonis
District 2

Stephen Gorden
District 3

Patricia Smith
District 4

James Cloutier
District 5 (Chair)

Cc: Kristen Figueria, Director, Dept of Administrative and Financial Services
Jerome Gerard, State Tax Assessor
Cherri L. Crockett, Register of Deeds, Oxford County

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-020 **Agenda Date:** 3/19/2024

Agenda Item Request:

Amend the Landry French, Construction Manager contract dated August 14, 2023 for the Jail Medical Expansion.

Background and Purpose of Request:

Requestor: Sandy Warren, Compliance & Audit Manager, Executive Department

In September of 2022, County staff brought forth Landry French, who was the successful bidder of the Jail Medical Expansion to the County Commissioners for approval. Cumberland County and Landry French Construction worked through contract language, ultimately entering into a Construction Management Agreement dated 08/14/2023. At that time the Construction Manager by contract, agreed to prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the ultimately the Owner's acceptance. The Guaranteed Maximum Price in the proposal is the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's Contingency and the Construction Manager's Fee and Project Allowances.

The GMP Proposal attached herein will recap the status of the project through the end of the GMP Phase and will provide estimate, schedule and other project information to be utilized by the project team as the project moves forward. The GMP Proposal, upon acceptance by Cumberland County Commissioners, is intended to serve as the basis for an Amendment to the CM Contract, adding the construction phase activities to the current contract.

Project Description

The Project consists of roughly 3,880SF addition to the existing County Jail Facility, consisting of negative pressure inmate holding cells, administration space, and medical supply and inmate treatment areas. The project also includes replacement of four existing air-handling units. AHU-K1, AHU-1, AHU-2, AHU-3 at the Jail.

Guaranteed Maximum Price (GMP)

Landry & French Construction is confident that the GMP Proposal included herein is representative of the proposed scope of work depicted in the GMP documents. The work included in the GMP Proposal is based upon the List of Documents included in the RFP for Construction Manager dated 07/25/2022. The Base Bid GMP Proposal for the Cumberland County Jail Medical Expansion totals $7,681,948.65.

Project Schedule

The project schedule included within this proposal is based on the information represented in the GMP Documents. The project schedule reflects an overall duration of Twelve (12) months for the construction phase of the project, with mobilization projected to begin April 19, 2024.

Presentation: Staff will be available for questions.

Funding Amount and Source: ARPA Funding $7,681,948.65

The GMP Proposal considers only those items that have been identified as to be provided by the Construction Manager. Costs to be borne by the Owner that are related to construction are understood

to be funded from ARPA and are separate cost, unless specifically included within this Proposal.

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-020 **Agenda Date:** 3/19/2024

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LANDRY/FRENCH CONSTRUCTION

Date: 02/22/2024

20240128 Cumberland County Jail Medical Addition - DD R3 Re-Design includes Rooftop Replacement Units | 20240129 Cumberland County Jail Medical Addition - GMP

Estimate Comparison Cost

Description	Cumberland County Jail Medical Addition - DD R3 Re-Design includes Rooftop Replacement Units	Cumberland County Jail Medical Addition - GMP	Variance	Percentage
00 General Conditions				
1000 General Conditions	452,141.00	607,174.00	155,033.00	34.29
	452,141.00	**607,174.00**	**155,033.00**	**34.29**
01 General Requirements				
1000 General Requirements	181,882.00	178,194.00	-3,688.00	-2.03
	181,882.00	**178,194.00**	**-3,688.00**	**-2.03**
02 Existing Conditions & Demolition				
4100 Demolition	38,700.00	104,435.00	65,735.00	169.86
	38,700.00	**104,435.00**	**65,735.00**	**169.86**
03 Concrete				
3000 Cast-In-Place Concrete	363,742.00	496,715.00	132,973.00	36.56
	363,742.00	**496,715.00**	**132,973.00**	**36.56**
04 Masonry				
2000 Masonry	824,960.00	473,495.00	-351,465.00	-42.60
	824,960.00	**473,495.00**	**-351,465.00**	**-42.60**
05 Metal				
1000 Structural Steel & Misc. Metals	135,980.00	191,000.00	55,020.00	40.46
	135,980.00	**191,000.00**	**55,020.00**	**40.46**
06 Wood , Plastic and Composites				
1000 Rough Carpentry	139,000.00	170,200.00	31,200.00	22.45
2000 Finish Carpentry & Millwork	77,000.00	74,877.00	-2,123.00	-2.76
	216,000.00	**245,077.00**	**29,077.00**	**13.46**
07 Thermal and Moisture Protection				
1000 Dampproofing & Waterproofing	2,300.00	2,500.00	200.00	8.70
2000 Thermal Protection	10,770.00	14,080.00	3,310.00	30.73
3500 Membrane Roofing	222,575.00	153,100.00	-69,475.00	-31.21
8100 Fireproofing	19,740.00	48,220.00	28,480.00	144.28
8400 Firestopping	0.00	25,541.00	25,541.00	100.00
9200 Joint Sealants	42,000.00	43,500.00	1,500.00	3.57
9500 Expansion Control	0.00	0.00	0.00	0.00
	297,385.00	**286,941.00**	**-10,444.00**	**-3.51**
08 Openings				
1000 Doors, Frames, & Hardware	215,210.00	186,229.00	-28,981.00	-13.47
3300 Interior Coiling Doors	16,475.00	0.00	-16,475.00	-100.00
5000 Windows	99,950.00	84,500.00	-15,450.00	-15.46
8000 Glazing	21,400.00	0.00	-21,400.00	-100.00
	353,035.00	**270,729.00**	**-82,306.00**	**-23.31**
09 Finishes				

LANDRY/FRENCH CONSTRUCTION

Cumberland County Jail Medical Addition - GMP

Division Summary

Description	Quantity	Unit	Unit Cost	Total
00 - General Conditions Totals				**$607,174.00**
General Conditions				
General Conditions	1.00	LS	607,174.00	607,174.00
01 - General Requirements Totals				**$178,194.00**
General Requirements				
General Requirements	1.00	LS	178,194.00	178,194.00
02 - Existing Conditions & Demolition Totals				**$104,435.00**
Demolition				
Selective Demolition	1.00	LS	104,435.00	104,435.00
03 - Concrete Totals				**$496,715.00**
Cast-In-Place Concrete				
Concrete Foundations & Flatwork	1.00	LS	496,715.00	496,715.00
04 - Masonry Totals				**$473,495.00**
Masonry				
Masonry	1.00	LS	473,495.00	473,495.00
05 - Metal Totals				**$191,000.00**
Structural Steel & Misc. Metals				
Structural Steel & Misc. Metals	1.00	LS	191,000.00	191,000.00
06 - Wood , Plastic and Composites Totals				**$245,077.00**
Rough Carpentry				
Rough Carpentry	1.00	LS	170,200.00	170,200.00
Finish Carpentry & Millwork				
Finish Carpentry & Millwork	1.00	LS	74,877.00	74,877.00

Description	Quantity	Unit	Unit Cost	Total
07 - Thermal and Moisture Protection Totals				**$286,941.00**
Dampproofing & Waterproofing				
Dampproofing & Waterproofing	1.00	LS	2,500.00	2,500.00
Thermal Protection				
Spray Foam - Open Cell - 2.5"	1.00	LS	14,080.00	14,080.00
Membrane Roofing				
Membrane Roofing	1.00	LS	153,100.00	153,100.00
Fireproofing				
Fireproofing	1.00	LS	48,220.00	48,220.00
Firestopping				
Penetration Firestopping	1.00	LS	25,541.00	25,541.00
Joint Sealants				
Joint Sealants	1.00	LS	43,500.00	43,500.00
Expansion Control				
Expansion Joints w/ masonry	0.00	LS	75.00	0.00
08 - Openings Totals				**$270,729.00**
Doors, Frames, & Hardware				
Detention & Non-Detention Doors, Frames, & Hardware	1.00	LS	186,229.00	186,229.00
Interior Coiling Doors				
Interior Coiling Doors - deleted from project	0.00	LS	0.00	0.00
Windows				
Detention Windows	1.00	LS	84,500.00	84,500.00
Glazing				
Glazing - Interior w/ Detention Windows	0.00	LS	0.00	0.00
09 - Finishes Totals				**$194,537.00**
Drywall & Framing				

Description	Quantity	Unit	Unit Cost	Total
Drywall & Framing	1.00	LS	13,300.00	13,300.00
Acoustical Ceilings				
Acoustical Ceilings	1.00	LS	12,600.00	12,600.00
Flooring				
Flooring	1.00	LS	69,288.00	69,288.00
Floor Protection w/ Flooring	0.00	SF	1.00	0.00
Specialty Flooring				
Resinous Flooring	1.00	LS	43,799.00	43,799.00
Painting & Wall Coverings				
Painting	1.00	LS	55,550.00	55,550.00
10 - Specialties Totals				**$27,860.00**
Specialties				
Toilet & Bath Specialties	1.00	LS	23,795.00	23,795.00
Signage				
Signage	1.00	LS	2,915.00	2,915.00
Wall & Door Protection				
Wall & Door Protection - SS Paneling w/ Allowances	1.00	LS	0.00	0.00
Safety Specialties				
Fire-Extinguishing Systems	1.00	LS	1,150.00	1,150.00
21 - Fire Suppression Totals				**$30,000.00**
Fire Suppression Systems				
Fire Suppression	1.00	LS	30,000.00	30,000.00
22 - Plumbing Totals				**$307,205.00**
Plumbing				
Plumbing	1.00	LS	307,205.00	307,205.00
23 - Heating, Ventilating and Air-Conditioning (HVAC) Totals				**$1,285,620.00**
HVAC				

Description	Quantity	Unit	Unit Cost	Total
HVAC	1.00	LS	799,500.00	799,500.00
HVAC - AHU Replacement	1.00	LS	486,120.00	486,120.00
26 - Electrical Totals				**$572,275.00**
Electrical				
Electrical - further pricing forth coming	1.00	LS	548,500.00	548,500.00
Electrical - AHU Replacement	1.00	LS	23,775.00	23,775.00
27 - Communications Totals				**$13,899.00**
Structured Cabling				
Structured Cabling	1.00	LS	13,899.00	13,899.00
31 - Earthwork Totals				**$985,199.00**
Earthwork				
Earthwork	1.00	LS	379,899.00	379,899.00
Special Foundations				
Driven Piles	1.00	LS	605,300.00	605,300.00
32 - Exterior Improvements Totals				**$50,075.00**
Fences & Gates				
Fencing	1.00	LS	50,075.00	50,075.00
50 - Allowances Totals				**$543,332.00**
Allowances				
Allowance #1 - Weather Conditions	1.00	LS	200,000.00	200,000.00
Allowance #2 - Contaminated Soils	1,300.00	CY	214.80	279,240.00
Allowance #3 - Breakers for MCC and new equipment	1.00	LS	6,500.00	6,500.00
Allowance #4 - Stainless Steel Paneling	776.00		42.00	32,592.00
Allowance #5 - Firefighters Smoke Control Panel	1.00		25,000.00	25,000.00
Totals				**$6,863,762.00**

LANDRY/FRENCH CONSTRUCTION

Estimate Summary

Description	Percentage	Totals
Sub-Total (Indirect Cost)		
Sales Tax	0.00%	$0.00
Escalation	0.00%	$0.00
Design & Estimating Contingency	0.00%	$0.00
Construction Contingency	5.00%	$343,188.10
OSHA & Safety	0.45%	$32,431.28
General Liability Insurance	1.25%	$90,492.27
Builders Risk Insurance	0.50%	$38,403.77
Construction Software	0.17%	$12,673.25
Building Permit - BY OWNER	0.00%	$0.00
P&P Bond	0.55%	$42,244.15
Fee	3.25%	$241,253.83
Preconstruction Fee	0.00%	$17,500.00

Estimate Summary

Description	
Total Estimate	
Total Estimate Total	**$7,681,948.65**

EXHIBIT A-4
CLARIFICATIONS & QUALIFICATIONS

LANDRY/FRENCH CONSTRUCTION

PROJECT: Cumberland County Jail Medical Addition
PROJECT ADDRESS: 50 County Way Portland, ME
DATE: February 22, 2024

GENERAL QUALIFICATIONS

1. Project completion and start date are contingent upon proof of financing, award of contract and receipt of the building permit.
2. A 62-week on-site construction schedule is anticipated, without material or weather delays.
3. In addition to the Qualifications and Assumptions noted below, all estimate scope descriptions, quantities, images, and notes serve to specify what is included in this evaluation.
4. We have based our proposal upon receiving an unoccupied work area.
5. All work is to be completed by other contractors if open contracts exist.
6. Normal working hours are the basis for labor costs. Overtime and shift differential expenses are not included.
7. A 5.0% Construction Contingency is included.
8. Escalation is not included.
9. General Liability, Workers Compensation, Automobile Insurance, and Excess Liability Insurance are included.
10. Builder's Risk insurance costs is included.
11. A Performance & Payment Bond is included.
12. Building Permit is not included.
13. Our proposal excludes 5.5% Maine Sales Tax.
14. Dumpsters will be provided for all construction debris related to our scope.
15. Construction final cleaning has been included.
16. Detention hollow metal frames lead time is 22-24 weeks. Post masonry installation details may be required if we cannot improve upon lead time via expediting cost or provide for early release.
17. Mid-March release for H-piles to provide for early April fabrication with 3-4 week lead time is required to meet schedule.
18. **Temporary utility access will be off existing facility systems. All consumption charges are by Others. These include temporary power and temporary water. We have included the necessary utility consumption charges and fees for temporary utilities for the project including power, water, and high-speed internet.**
19. We assume the MEP design has been coordinated during the design process.
20. We intend on using Procore at the Project Management Software.

DIV 02 EXISTING CONDITIONS

1. Interior containment provisions and air-quality monitoring are not included.
2. Vibration or sound monitoring is not included.

3. Salvaging of existing building materials is not included unless specified otherwise.
4. Removal and disposal of general building demolition material is included.

DIV 03 CONCRETE

1. CIP Pile Caps & Grade Beams
2. CIP Slab-On-Grade, Slab-On-Grade Infill and Elevated Slab
3. CIP Reinforcing.
4. CIP Concrete Material.

DIV 04 MASONRY

1. CMU
2. Split Face CMU
3. Brick
4. Specialty Brick
5. Precast Sills and Coping
6. Match masonry and mortar as realistically as possible.
7. 8x8 Glazed brick where show, the specified colors to match existing are no longer available. Morin Brick priced the closest match they could find from Glen Garry. Price subject to sample approval of alternate materials.

DIV 05 METALS

8. Structural Steel:
    a. Anchor Bolts/Base Plates
    b. Columns and Beams
    c. Loose Lintels both interior and exterior
    d. RTU Openings
    e. Steel Roof Joist & bridging at roof joist
    f. Roof Decking
9. Misc. Metals
    a. Roof Access Ladder
    b. Misc. angles at access doors
    c. CMU bracing clips anchored
    d. CMU bracing clips welded

10. Coatings: all steel shall have one coat of standard primer unless noted on drawings to be shipped bare for fireproofing.

DIV 06 WOOD, PLASTICS, AND COMPOSITES

1. Wood blocking is included in all new wall construction where needed. All wood blocking to be fire rated.
2. P-Lam Base, Upper Cabinets, P-Lam medicine cabinet at sinks.
3. Locks at all drawers and doors.
4. Solid Surface countertop w/ backsplash.
5. Solid Surface wall caps .
6. Solid Surface .

DIV 07 THERMAL AND MOISTURE PROTECTION

1. Furnish and brush apply (1) coat of Karnak 920AF to the column bases at the new slab on grade area.
2. Furnish and install CCW-701arlisle Closed cell spray-foam insulation.
3. EPDM Adhered roof with tapered insulation.
4. Spray Applied- Grace MK6HY cementitious fireproofing to steel members in the shaded area on sheet 01-SF1000, this includes roof deck, columns, joist and beams in this area. Fireproofing as shown on drawings for a 2-hour rating on all steel members. The fireproofing area hashed out on sheet 01-SF100 is not supported by a UL tested design, we feel the area to receive fireproofing should be expanded to cover more of the decking. Please have a AHJ review. Our pricing is for the area shown in the drawings only.
5. Dynaflex-SC security grade sealants.

DIV 08 OPENINGS

1. Detention hollow-metal frames and borrow lites
2. Detention hollow-metal doors
3. Hollow Metal Frames
4. Hollow Metal Doors
5. Wood Doors
6. Detention Door Hardware
7. Door Hardware
8. Hope's Series STB30 12 gage steel thermally broken fixed sash detention windows. Windows include rigid vinyl separator thermal break, 7/8" diameter and ¼" x 2 ½" tool resistant steel grade 4 reinforcing bars with 1 ½" x 2" tubular mullions. Exterior screw on glazing beads, steel access covers, two piece steel angle anchors. Hope steel

windows to be an eleven stage pre-treatment, electro E coat epoxy primer and Hope's Ultrance Polyurethane paint with selector colors. Vision glass at Hopes windows to be 1 ¼" insulated units incorporating 3/8" Grey tempered outboard light, ½" Argon mix gas with black SS spacer, 3/8" clear tempered with Guardian Super Neutral (SN) 68 low-E coating on #4 surface.

9. Glazing: GL-6 3/8" clear tempered monolithic, GL-F3, 1" inferno-lite by ISOCLIMA fire rated security laminated glazing, GL-3 1" Secur-Tem+Poly" by ISOCLIMA security laminated glazing. The specified base "Solar-Grey" glass falls well below manufacturers minimums so a grey tint from Guardian has been included.

DIV 09 FINISHES

1. Metal Stud, drywall at ceilings.
2. Flooring – Resilient Sheet Flooring: Mannington BioSpec MD Collection, Base & Accessories, Resilient Tile Flooring: Nora, Satura 3.5mm tile.
3. Resinous Flooring – Dura-A-Glaze.
4. Acoustical ceilings – Armstrong Finn Fissured No. 1728, No. 1729 and Optima No. 3115.
5. Paint – Interior painting of walls, ceilings, soffits, door frames, doors etc, High Performance Coatings as scheduled.
6.

DIV 10/11/12 SPECIALTIES, EQUIPMENT, & FURNISHINGS

1. Toilet accessories
2. Detention toilet accessories
3. Signage
4. FE cabinets

DIV 13 SPECIAL CONSTRUCTION

1. No scope of work – NOT USED.

DIV 14 CONVERYING SYSTEMS

1. No scope of work – NOT USED.

DIV 21 FIRE PROTECTION

1. Start inside building at tie-ins to the existing piping.
2. Concealed steel piping.
3. New quick response sprinklers.
4. 2-D CAD drawings to the BIM Captain to convert to 3-D..
5. Assume existing sprinkler system is code compliant.
6. Assume adequate water supply pressures and flows available in the city water supply mains.
7. 10–12-week lead time on design, approvals, permits etc.
8. No sprinkler coverage is included above Isolation rooms 107-112.

DIV 22 PLUMBING

1. Provide and install plumbing per drawings
2. Provide permit
3. Fixtures per prints
4. Start-up and testing
5. Owner training

DIV 23 HVAC

1. All labor and equipment required to provide the scope of work per drawings
2. Coordination Drawings
3. Controls by Siemens
4. Testing and Balancing
5. Owner Training

DIV 26/27/28 ELECTRICAL

1. Electrical permit and inspections
2. Electrical Demo as shown on drawings.
3. New transformer and panel

4. Power to HVAC equipment, an allowance of $6,500 has been included for breakers needed in the MCC and misc. breakers needed to feed new equipment.
5. Pathways for low voltage to above the drop ceilings.
6. BIM coordination.
7. Fire Alarm.
8. Ladder tray where shown.
9. Coordination studies for new equipment only.

DIV 31/32/33 SITEWORK & SITE IMPROVEMENTS

10. Erosion & Sediment Control
11. Hazardous Material (Maectite) – all hazardous materials to remain on site
12. Sitework
13. Under-drained soil filter
14. Loam
15. Drainage
16. Site Improvements to include Fencing
17. Loam and Seed
18. H-Piles 10x57 – we have included roughly 6,370 lineal feet of H-piles. Should additional footage need to be provided add unit price of $98.90 per foot. Previous DD Budget included HP10x42 piles.

d

DIV 50 ALLOWANCES

19. Allowance # 1 – Weather Conditions $200,000.00.
20. Allowance #2 – Contaminated Soils $279,240.00.
21. Allowance #3 – Breakers for MCC and new equipment $6,500.00.
22. Allowance #4 – Stainless Steel Paneling $32,592.00.
23. Allowance #5 – Firefighters Smoke Control Panel $25,000.00.

EXCLUSIONS

1. Design services and Fees, engineering, third party inspections and testing and evaluations.
1. We exclude air blower door testing.

2. We exclude third party firestop inspections.
3. Mock-Ups are excluded unless specifically called for in individual specification sections.
4. We exclude receipt, storage or installation of typical Owner/Occupant equipment and/or furniture.
5. We have not included the costs of city impact fees, or any utility company costs for permanent utility installation, their fees of any kind including engineering fees, connection fees, meter and transformer cost or inspections. We understand fees are by Others.
6. Independent Material Testing & Inspection services are by Others
7. We exclude the cost to test or remove or replace any hazardous or unsuitable materials including but not limited to asbestos, lead, PCBs, or contaminated soils.
8. Excludes bituminous coatings at of hollow metal door frames.
9. We exclude blasting.
10. We exclude phasing & inability to work.
11. We exclude caulking of furniture and equipment.
12. Facility production impacts.
13. Vibration monitoring
14. All shoring is excluded.
15. Rework of existing roof curbs at existing building where AHU's and K1 units are being replace
16. We exclude ledge, rock or large boulder removal.
17. We have not included any moisture mitigation for slabs.
18. Seismic calculations and restraints for mechanical, plumbing, electrical, and acoustical ceilings.
19. Security, Access Control, CCTV, we have all raceways and j-boxes. All other equipment, installation, and integration is by others.
20. Patching of existing fireproofing and fireproofing areas do not show on the documents.
21. Fire Alarm interface within the isolation zone or at the panel is unknow and needs to be designed.
22. Smoke detectors not sure how singles will be sent to the Siemens smoke control system.

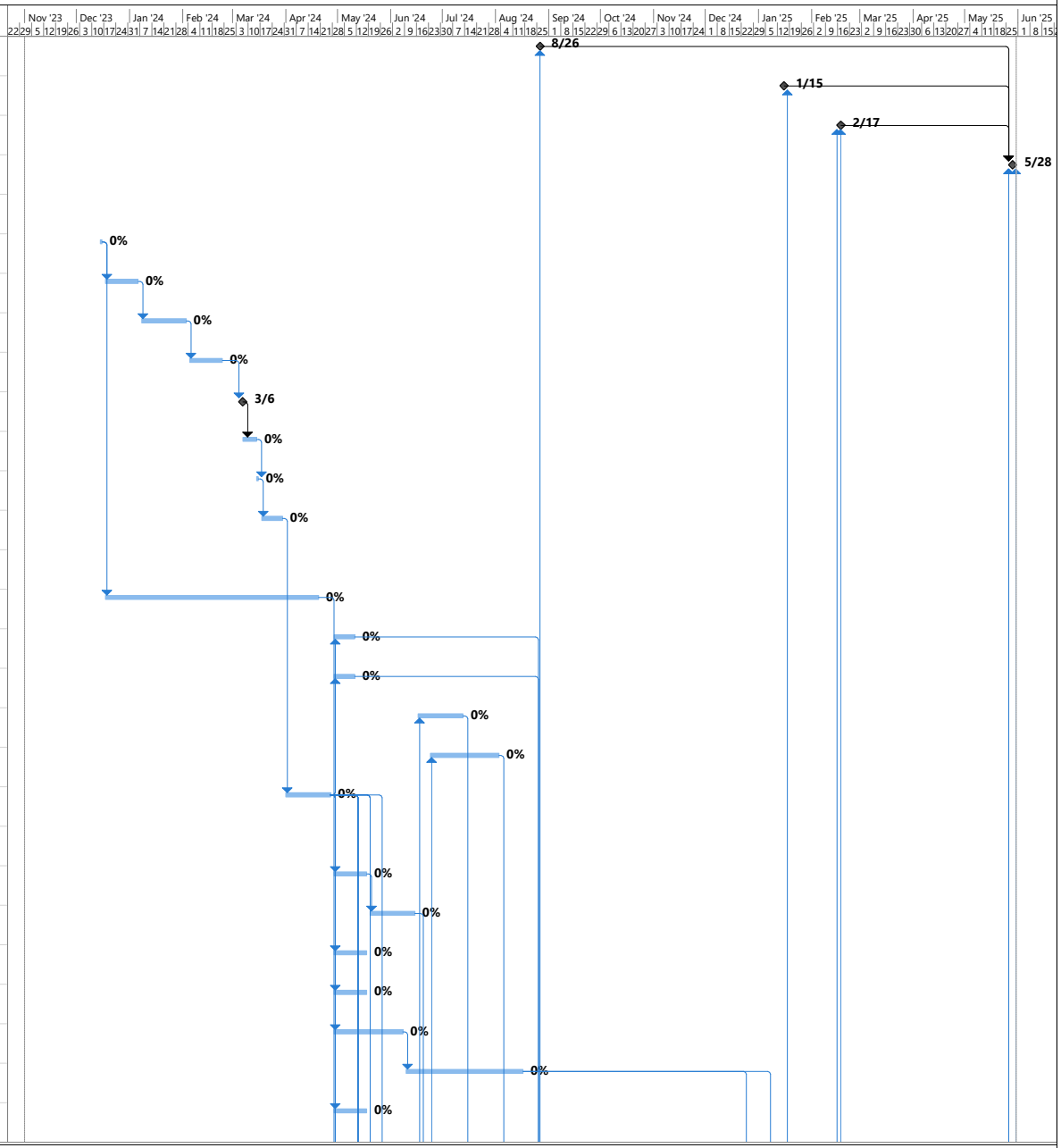
END OF DOCUMENT

Description	Cumberland County Jail Medical Addition - DD R3 Re-Design includes Rooftop Replacement Units	Cumberland County Jail Medical Addition - GMP	Variance	Percentage
2000 Drywall & Framing	43,000.00	13,300.00	-29,700.00	-69.07
5000 Acoustical Ceilings	16,358.00	12,600.00	-3,758.00	-22.97
6000 Flooring	41,348.00	69,288.00	27,940.00	67.57
6700 Specialty Flooring	29,273.00	43,799.00	14,526.00	49.62
9000 Painting & Wall Coverings	80,860.00	55,550.00	-25,310.00	-31.30
	210,839.00	**194,537.00**	**-16,302.00**	**-7.73**
10 Specialties				
0500 Specialties	23,795.00	23,795.00	0.00	0.00
1400 Signage	3,917.00	2,915.00	-1,002.00	-25.58
2600 Wall & Door Protection	30,240.00	0.00	-30,240.00	-100.00
4000 Safety Specialties	1,150.00	1,150.00	0.00	0.00
	59,102.00	**27,860.00**	**-31,242.00**	**-52.86**
21 Fire Suppression				
1000 Fire Suppression Systems	30,000.00	30,000.00	0.00	0.00
	30,000.00	**30,000.00**	**0.00**	**0.00**
22 Plumbing				
0700 Plumbing	323,266.00	307,205.00	-16,061.00	-4.97
	323,266.00	**307,205.00**	**-16,061.00**	**-4.97**
23 Heating, Ventilating and Air-Conditioning (HVAC)				
0700 HVAC	1,451,371.00	1,285,620.00	-165,751.00	-11.42
	1,451,371.00	**1,285,620.00**	**-165,751.00**	**-11.42**
26 Electrical				
0600 Electrical	458,375.00	572,275.00	113,900.00	24.85
	458,375.00	**572,275.00**	**113,900.00**	**24.85**
27 Communications				
1000 Structured Cabling	13,899.00	13,899.00	0.00	0.00
	13,899.00	**13,899.00**	**0.00**	**0.00**
31 Earthwork				
2000 Earthwork	569,545.00	379,899.00	-189,646.00	-33.30
6000 Special Foundations	271,500.00	605,300.00	333,800.00	122.95
	841,045.00	**985,199.00**	**144,154.00**	**17.14**
32 Exterior Improvements				
3100 Fences & Gates	42,260.00	50,075.00	7,815.00	18.49
	42,260.00	**50,075.00**	**7,815.00**	**18.49**
50 Allowances				
1000 Allowances	365,000.00	543,332.00	178,332.00	48.86
	365,000.00	**543,332.00**	**178,332.00**	**48.86**

Description	Cumberland County Jail Medical Addition - DD R3 Re-Design includes Rooftop Replacement Units	Cumberland County Jail Medical Addition - GMP	Variance	Percentage
Sub-Total (Direct Cost)	**6,658,982.00**	**6,863,762.00**	**204,780.00**	**3.08**
Sales Tax	0.00	0.00	0.00	0.00
Escalation	180,460.00	0.00	-180,460.00	-100.00
Design & Estimating Contingency	304,505.00	0.00	-304,505.00	-100.00
Construction Contingency	182,703.00	343,188.10	160,485.10	87.84
OSHA & Safety	30,452.00	32,431.28	1,979.28	6.50
General Liability Insurance	84,969.00	90,492.27	5,523.27	6.50
Builders Risk Insurance	2,861.00	38,403.77	35,542.77	1,242.32
Construction Software	9,312.00	12,673.25	3,361.25	36.10
Building Permit	42,638.00	0.00	-42,638.00	-100.00
Building Permit - BY OWNER	0.00	0.00	0.00	0.00
P&P Bond	46,223.00	42,244.15	-3,978.85	-8.61
Fee	226,660.00	241,253.83	14,593.83	6.44
Preconstruction Fee	17,500.00	17,500.00	0.00	0.00
Sub-Total (Indirect Cost)	**7,787,265.00**	**7,681,948.65**	**-105,316.35**	**-1.35**
	0.00	0.00	0.00	0.00
Total Estimate	**7,787,265.00**	**7,681,948.65**	**-105,316.35**	**-1.35**

2023.09.27_Cumberland County Jail

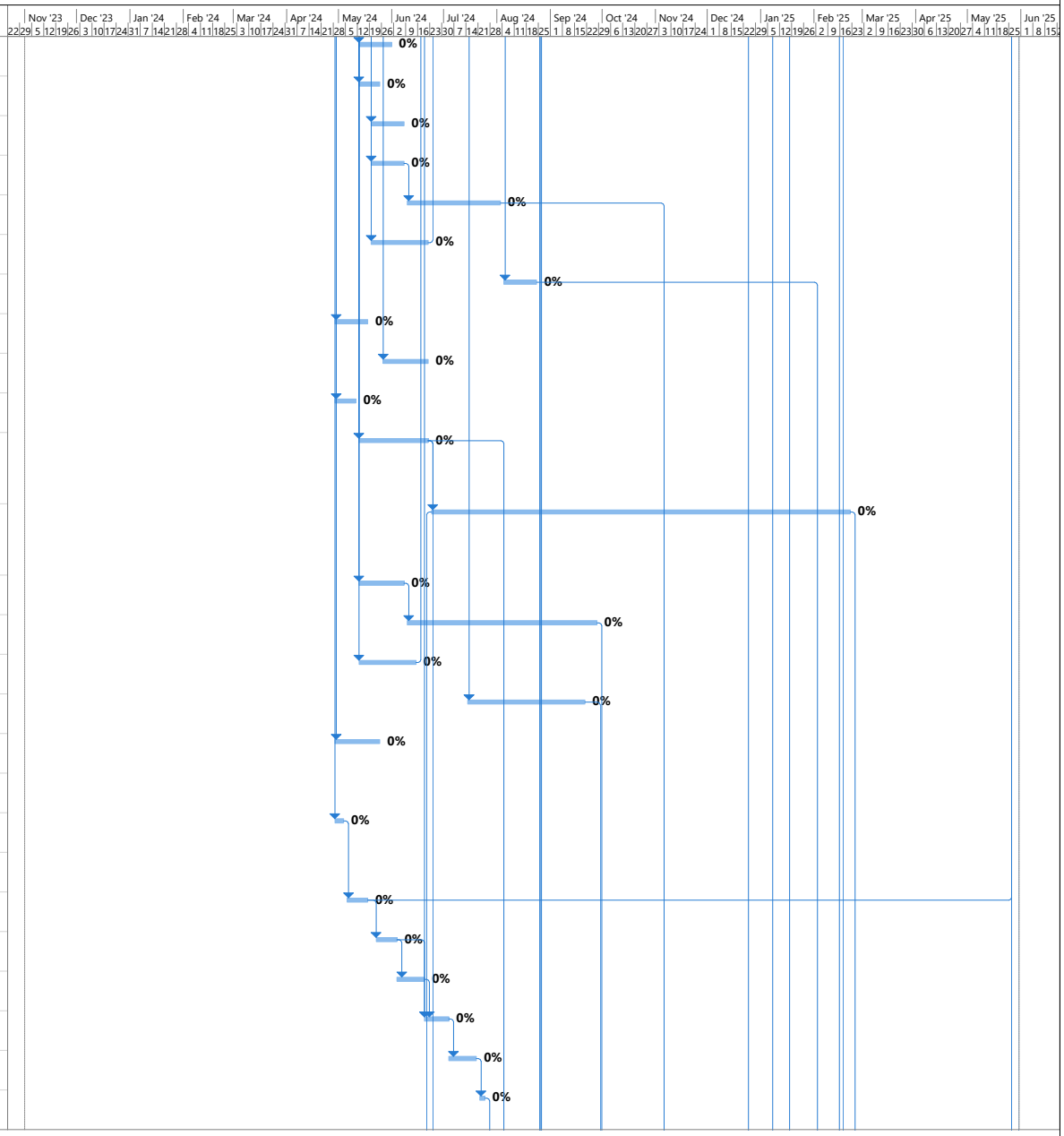
ID	Task Mode	Task Name	Duration	Start	Finish
1		Foundation Complete	1 day	Mon 8/26/24	Mon 8/26/24
2		Structure Complete	1 day	Wed 1/15/25	Wed 1/15/25
3		Building Dry-in Date	1 day	Mon 2/17/25	Mon 2/17/25
4		Substantial Completion - Area A	1 day	Wed 5/28/25	Wed 5/28/25
5					
6		Issue Pricing Set Dwgs.	1 day	Fri 12/15/23	Fri 12/15/23
7		Bid Package generation	15 days	Mon 12/18/23	Fri 1/5/24
8		Pricing CDs	20 days	Mon 1/8/24	Fri 2/2/24
9		Addendum	15 days	Mon 2/5/24	Fri 2/23/24
10		Bids due	0 days	Wed 3/6/24	Wed 3/6/24
11		Bid Review	6 days	Thu 3/7/24	Thu 3/14/24
12		GMP to County for review	1 day	Fri 3/15/24	Fri 3/15/24
13		GMP Approval	10 days	Mon 3/18/24	Fri 3/29/24
14					
15		Building Permit	90 days	Mon 12/18/23	Fri 4/19/24
16		Electrical Permit	10 days	Mon 4/29/24	Fri 5/10/24
17		Plumbing/Mechanical Permit	10 days	Mon 4/29/24	Fri 5/10/24
18		Fire Alarm Permit	20 days	Mon 6/17/24	Fri 7/12/24
19		Fire Protection Permit	30 days	Mon 6/24/24	Fri 8/2/24
20		Issue Subcontracts	20 days	Mon 4/1/24	Fri 4/26/24
21					
22		Piles Submittals	15 days	Mon 4/29/24	Fri 5/17/24
23		Piles Procurement	20 days	Mon 5/20/24	Fri 6/14/24
24		Concrete Submittals	15 days	Mon 4/29/24	Fri 5/17/24
25		Masonry Submittals	15 days	Mon 4/29/24	Fri 5/17/24
26		Steel Submittals	30 days	Mon 4/29/24	Fri 6/7/24
27		Steel Procurement	50 days	Mon 6/10/24	Fri 8/16/24
28		Masonry/Concrete Embed Submittals	15 days	Mon 4/29/24	Fri 5/17/24



Critical	Split	Finish-only	Baseline Milestone	Manual Summary	Inactive Task
Critical Split	Task Progress	Duration-only	Milestone	Project Summary	Inactive Milestone
Critical Progress	Manual Task	Baseline	Summary Progress	External Tasks	Inactive Summary
Task	Start-only	Baseline Split	Summary	External Milestone	Deadline

2023.09.27_Cumberland County Jail

ID	Task Mode	Task Name	Duration	Start	Finish
29		AVB Submittals	15 days	Mon 5/13/24	Fri 5/31/24
30		Roofing Submittals	10 days	Mon 5/13/24	Fri 5/24/24
31		DFH Submittals	15 days	Mon 5/20/24	Fri 6/7/24
32		Window Submittals	15 days	Mon 5/20/24	Fri 6/7/24
33		Window Procurement	40 days	Mon 6/10/24	Fri 8/2/24
34		Fire Protection Submittals	25 days	Mon 5/20/24	Fri 6/21/24
35		Fire Protection Procurement	15 days	Mon 8/5/24	Fri 8/23/24
36		Plumbing Material Submittals	15 days	Mon 4/29/24	Fri 5/17/24
37		Plumbing Equipment/Fixtures Submittals	20 days	Mon 5/27/24	Fri 6/21/24
38		Ductwork Submittals	10 days	Mon 4/29/24	Fri 5/10/24
39		Mechanical Equipment/Controls Submittals	30 days	Mon 5/13/24	Fri 6/21/24
40		Mechanical Equipment/Controls Procurement	175 days	Mon 6/24/24	Fri 2/21/25
41		Electrical Equipment Submittals	20 days	Mon 5/13/24	Fri 6/7/24
42		Electrical Equipment Procurement	80 days	Mon 6/10/24	Fri 9/27/24
43		Fire Alarm Submittals	25 days	Mon 5/13/24	Fri 6/14/24
44		Fire Alarm Procurement	50 days	Mon 7/15/24	Fri 9/20/24
45		Site Work Submittals	20 days	Mon 4/29/24	Fri 5/24/24
46					
47		Mobilize to Site	5 days	Mon 4/29/24	Fri 5/3/24
48					
49		Install Site Fencing	10 days	Mon 5/6/24	Fri 5/17/24
50		As-built / reroute SD system	8 days	Thu 5/23/24	Mon 6/3/24
51		Prep Building Pad for Piles	12 days	Tue 6/4/24	Wed 6/19/24
52		Drive Piles	10 days	Thu 6/20/24	Wed 7/3/24
53		FPR Pile Caps	12 days	Thu 7/4/24	Fri 7/19/24
54		Backfill Pile Caps & Prep for Grade Beams	3 days	Mon 7/22/24	Wed 7/24/24



Critical | Split | Finish-only | Baseline Milestone | Manual Summary | Inactive Task
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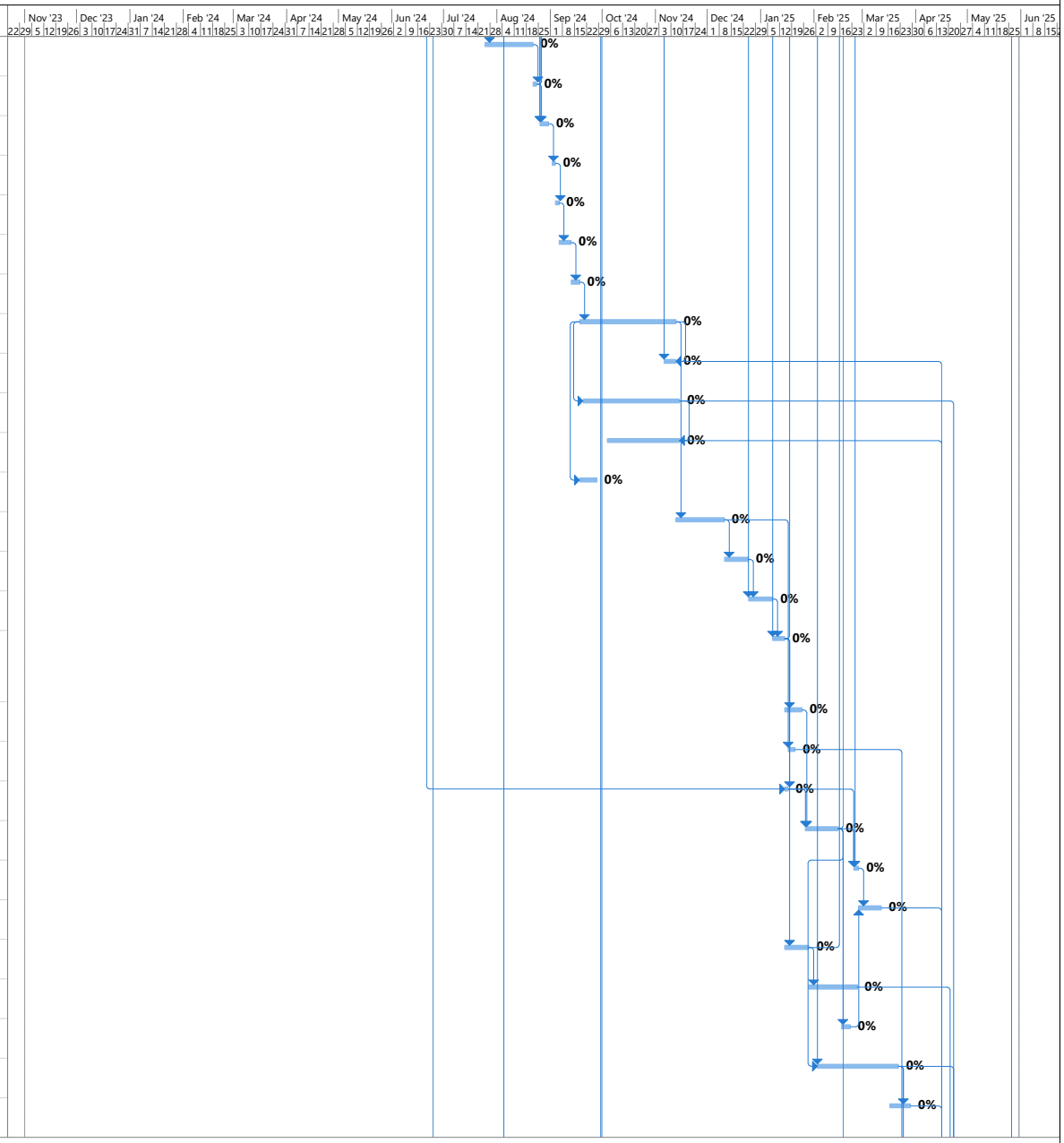
Task | Start-only | Baseline Split | Summary | External Milestone | Deadline

2023.09.27_Cumberland County Jail

ID	Task Mode	Task Name	Duration	Start	Finish
55		FRP Grade Beams	20 days	Thu 7/25/24	Wed 8/21/24
56		Backfill Grade Beams Prep for MEP UG	2 days	Thu 8/22/24	Fri 8/23/24
57		Install MEP UG	5 days	Mon 8/26/24	Fri 8/30/24
58		Backfill MEP UG	2 days	Mon 9/2/24	Tue 9/3/24
59		Fine Grade for SOG	2 days	Wed 9/4/24	Thu 9/5/24
60		Prep and Pour SOG	5 days	Fri 9/6/24	Thu 9/12/24
61		Mobilize Mason	3 days	Fri 9/13/24	Tue 9/17/24
62		Install Masonry Walls	40 days	Wed 9/18/24	Tue 11/12/24
63		Install Windows	5 days	Wed 11/6/24	Tue 11/12/24
64		MEP Inwall Rough in	40 days	Fri 9/20/24	Thu 11/14/24
65		MEP Inwall insulation	30 days	Fri 10/4/24	Thu 11/14/24
66		Install Door Frames	8 days	Wed 9/18/24	Fri 9/27/24
67		CIP Decks	20 days	Wed 11/13/24	Tue 12/10/24
68		Masonry above CIP decks	10 days	Wed 12/11/24	Tue 12/24/24
69		Install Structural Steel	10 days	Wed 12/25/24	Tue 1/7/25
70		Install Roof Decking and Misc. Metals for Penetrations	5 days	Wed 1/8/25	Tue 1/14/25
71		Install Roof Edge Blocking	8 days	Wed 1/15/25	Fri 1/24/25
72		Remove Shoring	2 days	Fri 1/17/25	Mon 1/20/25
73		Install Roof Curbs	2 days	Wed 1/15/25	Thu 1/16/25
74		Install Roofing System	15 days	Mon 1/27/25	Fri 2/14/25
75		Install Roof Top Mechanical Equipment	3 days	Mon 2/24/25	Wed 2/26/25
76		Connect Roof Top Mechanical Equipment	9 days	Thu 2/27/25	Tue 3/11/25
77		Install AVB	10 days	Wed 1/15/25	Tue 1/28/25
78		Install Insulation and Brick	20 days	Wed 1/29/25	Tue 2/25/25
79		MEP Roughin Roof	5 days	Mon 2/17/25	Fri 2/21/25
80		MEP OH Roughin	35 days	Mon 2/3/25	Fri 3/21/25
81		MEP OH Insulation	10 days	Mon 3/17/25	Fri 3/28/25



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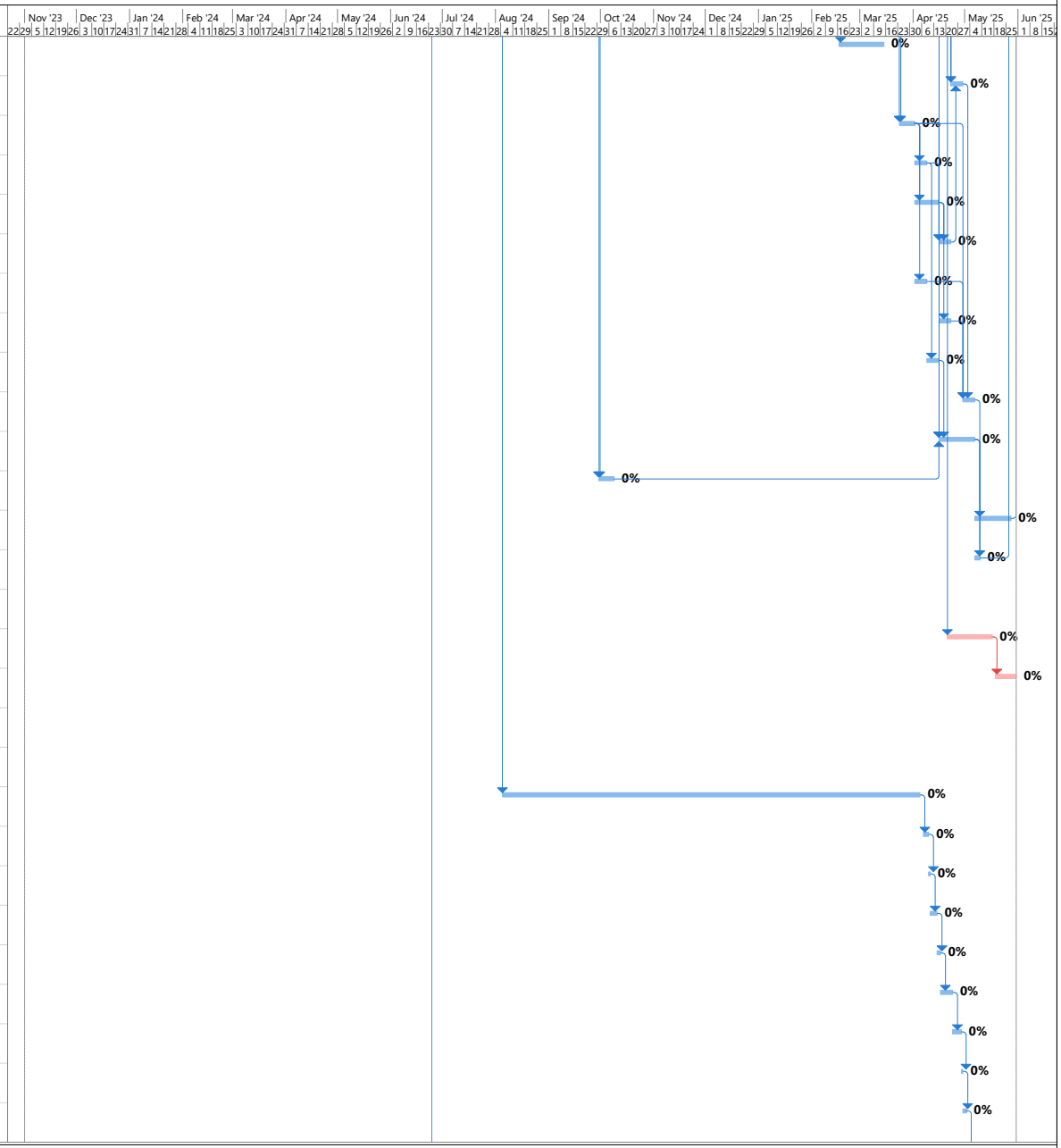
2023.09.27_Cumberland County Jail

ID	Task Mode	Task Name	Duration	Start	Finish
82		Inwall wiring	20 days	Mon 2/17/25	Fri 3/14/25
83		MEP Finishes at Walls	5 days	Wed 4/23/25	Tue 4/29/25
84		Prime and Paint	7 days	Mon 3/24/25	Tue 4/1/25
85		Install Ceilings	5 days	Wed 4/2/25	Tue 4/8/25
86		Install Flooring/Base	10 days	Wed 4/2/25	Tue 4/15/25
87		Install Millwork	5 days	Wed 4/16/25	Tue 4/22/25
88		Install Div 10 Items	5 days	Wed 4/2/25	Tue 4/8/25
89		Install Doors and Hardware	5 days	Wed 4/16/25	Tue 4/22/25
90		MEP Finishes at Ceilings	5 days	Wed 4/9/25	Tue 4/15/25
91		Final Paint	5 days	Wed 4/30/25	Tue 5/6/25
92		Startup MEP Systems	15 days	Wed 4/16/25	Tue 5/6/25
93		Install/Hookup MEP Equipment/Fixtures	7 days	Mon 9/30/24	Tue 10/8/24
94		Commissioning MEP System	15 days	Wed 5/7/25	Tue 5/27/25
95		Final Cleaning	3 days	Wed 5/7/25	Fri 5/9/25
96					
97		Retention pond	20 days	Mon 4/21/25	Fri 5/16/25
98		Site finishes	10 days	Mon 5/19/25	Fri 5/30/25
99					
100					
101		Procurement Existing RTUs	175 days	Mon 8/5/24	Fri 4/4/25
102		Disconnect Existing AHU1	3 days	Mon 4/7/25	Wed 4/9/25
103		Install New AHU1	1 day	Thu 4/10/25	Thu 4/10/25
104		Connect New AHU1	2 days	Fri 4/11/25	Mon 4/14/25
105		Startup New AHU1	2 days	Tue 4/15/25	Wed 4/16/25
106		Commission New AHU1	5 days	Thu 4/17/25	Wed 4/23/25
107		Disconnect Existing AHU2	3 days	Thu 4/24/25	Mon 4/28/25
108		Install New AHU2	1 day	Tue 4/29/25	Tue 4/29/25
109		Connect New AHU2	2 days	Wed 4/30/25	Thu 5/1/25



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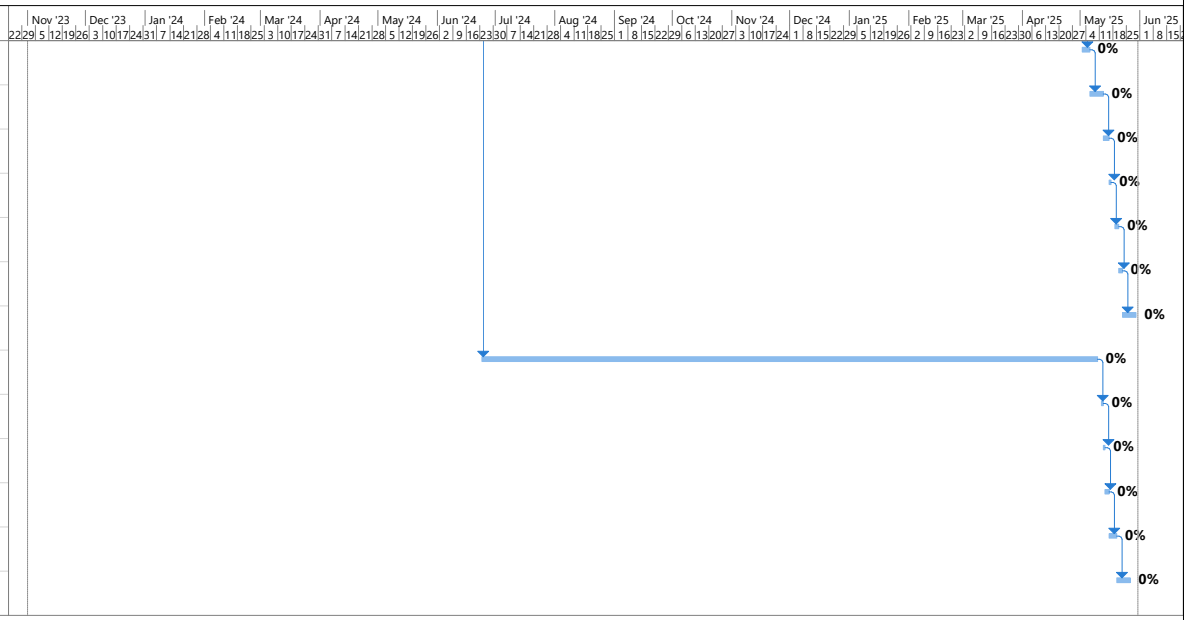
2023.09.27_Cumberland County Jail

ID	Task Mode	Task Name	Duration	Start	Finish
110		Startup New AHU2	2 days	Fri 5/2/25	Mon 5/5/25
111		Commission New AHU2	5 days	Tue 5/6/25	Mon 5/12/25
112		Disconnect Existing AHU3	3 days	Tue 5/13/25	Thu 5/15/25
113		Install New AHU3	1 day	Fri 5/16/25	Fri 5/16/25
114		Connect New AHU3	2 days	Mon 5/19/25	Tue 5/20/25
115		Startup New AHU3	2 days	Wed 5/21/25	Thu 5/22/25
116		Commission New AHU3	5 days	Fri 5/23/25	Thu 5/29/25
117		Procurement AHUK1	230 days	Mon 6/24/24	Fri 5/9/25
118		Disconnect Existing AHUK1	1 day	Mon 5/12/25	Mon 5/12/25
119		Install New AHUK1	1 day	Tue 5/13/25	Tue 5/13/25
120		Connect New AHUK1	2 days	Wed 5/14/25	Thu 5/15/25
121		Startup New AHUK1	2 days	Fri 5/16/25	Mon 5/19/25
122		Commission New AHUK1	5 days	Tue 5/20/25	Mon 5/26/25



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Critical Split		Task Progress		Duration-only		Milestone		Project Summary		Inactive Milestone	
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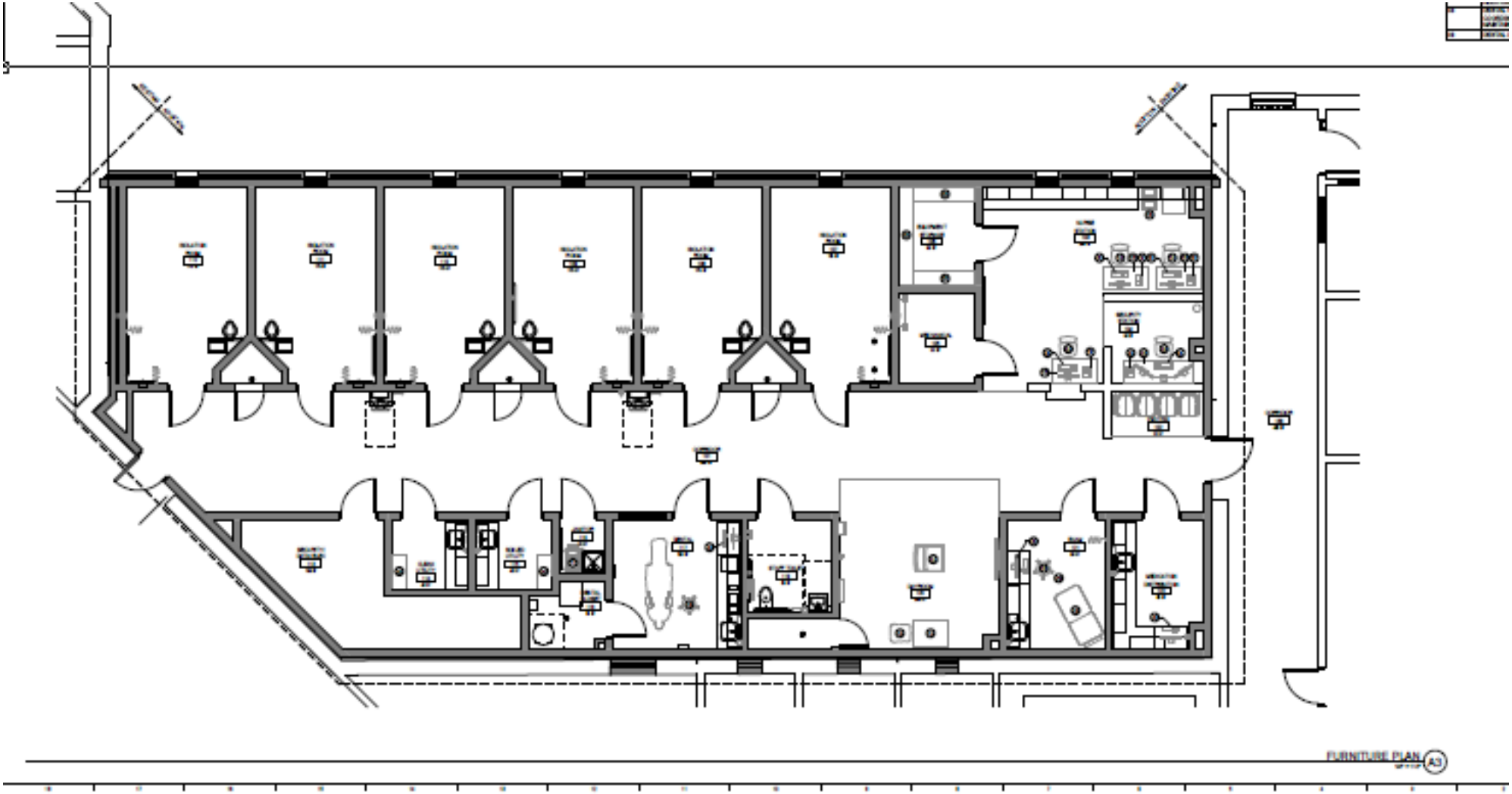
FURNITURE PLAN
A3

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-021 **Agenda Date:** 3/19/2024

Agenda Item Request:

Authorization for the Dissolution of the Cumberland County ARPA Advisory Committee

Background and Purpose of Request:
Requestor: [Sandra Warren, Compliance & Audit Manager, Executive Department]
On September 31, 2021, County Commissioners approved the creation of the Ad-hoc ARPA Advisory Committee. The mission of this committee was to ensure Cumberland County conducted a fair an open process by which Community members of Cumberland County could receive ARPA funding. The primary function of the AAC included reviewing funding applications and making recommendations to the County Manager, and County Commissioners regarding the use of County ARPA funds. With the conclusion of the open application process and the program having obligated all of its external funds the AAC has fulfilled its role and concluded its duties.

Committee duration: Unless otherwise extended by County Commissioner, this ad hoc Committee shall dissolve on March 19, 2024.

Presentation: [No]

Funding Amount and Source:
N/A
Effective Date if Applicable:
March 19, 2024

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-021 **Agenda Date:** 3/19/2024

Agenda Item Request:

Authorization for the Dissolution of the Cumberland County ARPA Advisory Committee

Background and Purpose of Request:

Requestor: [Sandra Warren, Compliance & Audit Manager, Executive Department]

On September 31, 2021, County Commissioners approved the creation of the Ad-hoc ARPA Advisory Committee. The mission of this committee was to ensure Cumberland County conducted a fair an open process by which Community members of Cumberland County could receive ARPA funding. The primary function of the AAC included reviewing funding applications and making recommendations to the County Manager, and County Commissioners regarding the use of County ARPA funds. With the conclusion of the open application process and the program having obligated all of its external funds the AAC has fulfilled its role and concluded its duties.

Committee duration: Unless otherwise extended by County Commissioner, this ad hoc Committee shall dissolve on March 19, 2024.

Presentation: [No]

Funding Amount and Source:

N/A

Effective Date if Applicable:

March 19, 2024

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-022 **Agenda Date:** 3/19/2024

Agenda Item Request:

Authorization for the County Manager to enter into a contract amendment between Cumberland County and Sentinel Offender Services, LLC for location based monitoring services on an as needed basis for an indefinite duration.

Background and Purpose of Request:

Requestor: Jennifer Annis, Public Health

The new App service included with the updated contract will increase accessibility for domestic violence victims and decrease the funding necessary from the County. The current contract charges $4/day for a victim device, the new contract will cost $2-3.5/day depending on the service chosen by the victim.

Funding Amount and Source: $2,000-$7,500, Re-entry Revenue Fund
Effective Date: 3/20/2024
Attachments: Updated ELMO Contract

Maine
Cumberland County

POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	Jen Annis, Violence Intervention Partnership
DATE:	3/7/24
SUBJECT:	Approve Updated Contract

Requested Action:

Approve updated electronic monitoring contract with Sentinel

Background & Purpose of Request:

Currently, Cumberland County has a contract with Sentinel to provide electronic monitoring and domestic violence victim notification services (ELMO) for certain domestic violence pretrial cases. This contract has been in place since 2015 and was updated in 2022. Violence Intervention Partnership, Maine Pretrial and Sentinel have worked to update a new contract to reflect the new victim APP service.

Normally, the County Manager would enter into a small contract like the one presented. However, under careful review, staff wanted to bring to the Commissioners' attention the language around limitation of damages which is a part of Sentinel's standard contact, and has been a part of the County's contract since 2015 (see sections 1.1, 7, 8.2 and 8.3). The contract's limitation of damages does not rise to the level that the County requires in other contracts. Staff worked with Sentinel attempting to modify the language, but was unsuccessful after numerous attempts.

The new App service included with the updated contract will increase accessibility for domestic violence victims and decrease the funding necessary from the County. The current contract charges $4/day for a victim device, the new contract will cost $2-3.5/day depending on the service chosen by the victim.

Funding Amount and Source: $2,000-$7,500, Re-entry Revenue Fund

Effective Date: 3/20/2024

Attachments: Updated ELMO Contract

SENTINEL OFFENDER SERVICES, LLC

MONITORING SERVICES AGREEMENT

This Monitoring Services Agreement (this "**Agreement**") dated as of _____, is entered into by and between Sentinel Offender Services, LLC, a Delaware limited liability company ("**Sentinel**"), having its principal place of business at 1220 N. Simon Circle Unit C Anaheim, CA 92806, and Cumberland County, Maine (**hereinafter referred to as the** "**Customer**") having its principal place of business at 142 Federal St., Portland, ME 04101.

RECITALS

A. Sentinel is engaged in the business of providing the Services (as defined at Section 1.1) to Customers, probation departments and community correctional entities.

B. The Customer desires to implement and operate an Enhanced Electronic Monitoring Program with the use of GPS Tracking and Location Based Monitoring Equipment and Monitoring Services at the offender's expense. All software changes, scheduling, equipment installations and retrieval will be performed by the Customer or its designated agent, Maine Pretrial Services, with its principal place of business at 76 Elm Street, Portland, ME 04101. The program will be offender funded and fee collection services will be provided by Sentinel with assistance of the Customer through its designated agent.

C. Sentinel and Customer desire to enter a relationship whereby Sentinel shall provide the Services to Customer on the terms and subject to the conditions set forth herein.

D. The Customer will be responsible for determining the level and type of monitoring on an individual basis.

NOW THEREFORE, in consideration of the above recitals and in consideration of the mutual agreements and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Services; Equipment; and Customer's Responsibilities

1.1 Services to be Performed. During the Term (as defined at Section 3.1), Sentinel shall provide to The Customer services described at **Exhibit** "**A**" attached hereto (the "**Services**"). Sentinel shall provide the Services by qualified personnel in a professional manner. SENTINEL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Customer acknowledges that Sentinel's ability to provide the Services is, in part, dependent on factors outside of its control, including without limitation, prompt reporting by The Customer or its designated agent, Maine Pretrial Services of observed defects or deficiencies in any equipment assigned to or retrieved from participant offenders, proper maintenance of equipment by The Customer or its designated agent, Maine Pretrial Services, extended power outages, disconnection or other loss/interruption of telephone lines, operation of wireline and wireless networks, internet connectivity, and scrambling, interruption, suspension, or other interference in the transmission of radio signals or signals to or from global positioning satellites. Accordingly, the Customer acknowledges that Sentinel is making no representation or

warranty that the provision of Services will be made available without interruption or will operate error.

1.2 Equipment. During the Term, Sentinel shall provide and maintain certain equipment ("**Sentinel Equipment**") in connection with its provision of its electronic monitoring Services. All Sentinel Equipment provided under this Agreement shall remain the sole and exclusive property of Sentinel. Sentinel Equipment in Customer's or its designated agent, Maine Pretrial Services possession, custody, or control is set forth at **Exhibit** "**B**" attached hereto ("**Customer-Controlled Equipment**").

1.3 Customer's Responsibilities. In addition to Customer's or its designated agent, Maine Pretrial Services set forth herein, Customer or its designated agent, Maine Pretrial Services shall be responsible for the obligations set forth at **Exhibit** "**C**" attached hereto ("**Customer Responsibilities**").

Section 2. Service Fees and Payments

2.1 Service Fees. Sentinel shall collect from the Offenders participating in this program at a rate derived from a sliding scale fee assessment that is based on the participant's gross income. The fee schedule is to be defined in **Exhibit** "**D**" attached hereto (the "**Fee Table**"). Once the ability to pay for services has been assessed, program participants who willfully do not pay the program fees at the time fees are due, will be subject to a supervisory meeting between Customer, its designated agent, Sentinel, and the participant to determine circumstances for non-payment. At the conclusion of any supervisory meeting, if it is determined the participant continues to have the ability to pay but continues with the willful non-payment of services for 14 days, they will be subject to revocation.

2.2 Payments and Acceptance. The Customer acknowledges and understands that acceptance by Sentinel of any payments under this Agreement shall not prevent Sentinel at any later date from disputing the amount owed or from demanding more information from Customer or participating offenders regarding payments finally due. The customer through its designated agent agrees to enforce the payment obligation from program participants to Sentinel.

Section 3. Term; Termination; and Suspension

3.1 Term. The Term of this Agreement shall begin at the time this Agreement is fully executed by all parties and shall remain enforce for a period of one year (12 months). This Agreement will be deemed to be automatically renewed annually ("Renewal Term") upon the expiration of the Initial Term, unless a party hereto notifies the other party thirty (30) days prior to renewal that this Agreement will be terminated or unless this Agreement is subject to early termination pursuant to Sections 3.2 or 9.12 (the "**Term**").

3.2 Termination. Upon a party's material breach of the terms and conditions of this Agreement, the non-breaching party shall notify the breaching party in writing indicating the nature of such breach. If the breaching party fails to cure the breach within 30 calendar days of its receipt of written notice from the non-breaching party, the non-breaching party may immediately terminate this Agreement.

3.1 Rights Upon Termination. Upon termination or expiration of this Agreement:

a) Sentinel shall immediately cease to provide the Services; *provided, however*, that Sentinel shall continue to provide the services described at **Exhibit** "**E**" attached hereto ("**Post-Termination Services**").
b) Each party shall return to the other party all copies of any Confidential Information (as defined at Section 5.1), or other materials received from the other party.
c) Sentinel shall give to Customer all copies of Private Information (as defined at Section 5.3).
d) Sentinel will continue to collect all fees due and owing under this Agreement as of the date of termination or expiration of this Agreement; and
e) If requested by either party, the parties will issue a mutually acceptable communication regarding the termination or expiration of the Agreement.

3.2 Suspension. Sentinel reserves the right, but assumes no obligation, to suspend performance immediately if, in Sentinel's reasonable judgment, The Customer or its designated agent, Maine Pretrial Services has materially breached any obligation set forth herein.

3.4 Lost and damaged. Lost or damaged equipment provided by Sentinel to Customer is not the responsibility of the Customer, Sentinel reserves the right to charge the Offender for lost or damaged Sentinel equipment.

Section 4. Marketing

The Customer agrees that Sentinel may include the name of the Customer's name in listings of Sentinel's customers.

Section 5. Confidentiality and Privacy

5.1 Nondisclosure and Limited Use. Each party acknowledges that by reason of its relationship to the other party under this Agreement it will have access to certain information and materials concerning the other party's business, plans, customers (including criminal records), technology and products that are confidential and of substantial value to such party ("**Confidential Information**"), which value would be impaired if such Confidential Information were disclosed to third parties. Each party agrees to maintain all Confidential Information received from the other party, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party. Each party further agrees to use the Confidential Information only for the purpose of performing this Agreement.

5.2 Exclusions. The parties' obligations of non-disclosure and limited use set forth at Section 5.1 shall not apply to Confidential Information which: (a) is or becomes a matter of public knowledge through no fault of or action by the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (c) subsequent to disclosure, is rightfully obtained by the receiving party from a third party who is lawfully in possession of such Confidential Information without restriction; (d) is independently developed by the receiving Party without resort to Confidential Information which is confidential under this Agreement; or (e) is required by law, including but not limited to the provisions of the Freedom of Access Act, as set forth in Title 1, Chapter 13 of the Maine Revised Statutes, as amended, or judicial order, *provided* that prior written notice of such required disclosure is furnished to the disclosing party as soon as practicable in order to afford the disclosing party an opportunity to seek a protective

order and that if such order cannot be obtained disclosure may be made without liability. Whenever requested by a disclosing party, a receiving party shall immediately return to the disclosing party all manifestations of the Confidential Information, or, at the disclosing party's option, shall destroy all such Confidential Information as the disclosing party may designate.

5.3 Private Information. Sentinel acknowledges and understands that it may produce certain private information, records and other materials concerning inmates, probationers, juveniles, and other private persons that are confidential ("**Private Information**"), the disclosure of which may violate applicable privacy laws. Sentinel shall maintain all Private Information in confidence and agrees not to disclose or otherwise make available such Private Information to any third party without the prior written consent of Customer, *provided, however*, that Sentinel shall be entitled to disclose any Private Information to the extent required by law or judicial order. Sentinel further agrees to use the Private Information only for the purpose of performing this Agreement.

Section 6. Representations and Warranties

Each party to this Agreement represents and warrants to the other that (a) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (b) this Agreement has been duly authorized by all necessary action on the part of such party and constitutes a valid and legally binding obligation of such party, enforceable in accordance with its terms and conditions; (c) such party need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement; and (d) such party is not a party to any written or oral agreement, understanding, arrangement or contract that prohibits the performance of its obligations hereunder.

Section 7. Acknowledgments

The Customer and its designated agent, Maine Pretrial Services acknowledges that Sentinel is providing the Sentinel Equipment and the Services specifically referenced in Exhibit A hereto. Sentinel is not involved in establishing criteria or otherwise providing advice or guidance on the selection of participant offenders, it being understood that all risk associated with selection and course of monitoring is expressly borne by the Customer. In addition, the Customer acknowledges that Sentinel has not made any representation or warranty that the Services will be available without interruption or that they will be provided error free. The Customer assumes full responsibility for responding to alert signals indicating violations by participant offenders.

Section 8. Limitation of Liability

8.1 Disclaimer. The Customer and its designated agent, Maine Pretrial Services acknowledges that it is solely responsible for the decision to use the Services and all decisions regarding the selection of third parties that will have access to or contact with the Services, including, without limitation, probationers, juveniles, and The Customer's employees. SENTINEL DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE CUSTOMER'S DECISIONS DESCRIBED IN THIS SECTION 8.1.

8.2 Service Availability. The Customer and its designated agent, Maine Pretrial Services acknowledges Sentinel's ability to provide electronic monitoring Services is dependent, in part, on factors outside of its control, including without limitation, prompt reporting by the Customer

or its designated agent, Maine Pretrial Services of observed defects or deficiencies in any equipment assigned to or retrieved from participant offenders, proper maintenance of equipment by the Customer or its designated agent, Maine Pretrial Services, extended power outages, disconnection or other loss/interruption of telephone lines, operation of wire line and wireless networks, internet connectivity, and scrambling, interruption, suspension, or other interference in the transmission of radio signals or signals to or from global positioning satellites. Accordingly, the Customer and its designated agent, Maine Pretrial Services acknowledges that Sentinel does not warrant that the services will function on an error-free basis due to factors outside of Sentinel's control. At any given time, the equipment or software used in connection with this agreement may malfunction and failures in the services may occur from time to time due to factors outside of Sentinel's control. The Customer and its designated agent, Maine Pretrial Services agree that they will not hold Sentinel liable for any damages or harm, including without limitation, property damage, personal injury, bodily injury, illness, or death that Customer or Customer's employees, agents or other affiliates may incur due to factors outside of Sentinel's control in its provision of, or failure in its provision of electronic monitoring services. However, as to the provision of Services and Equipment within Sentinel's control, Sentinel represents and warrants that it will use commercially reasonable efforts to ensure that the Services and Equipment are provided without defects, interruptions, undue delays or other errors.

The Customer or its designated agent, Maine Pretrial Services affirms that if it requests that Sentinel provide electronic monitoring by global positioning satellite (GPS) to certain participants. All participants identified for GPS monitoring have been selected independently by the Customer or its designated agent, Maine Pretrial Services without input, advice or other involvement of Sentinel and Sentinel has agreed to comply with instructions of the Customer or its designated agent, Maine Pretrial Services on the scope of monitoring for each selected participant. The Customer or its designated agent, Maine Pretrial Services further affirms that because Sentinel does not approve those persons subject to the Customer's program, The Customer and its designated agent, Maine Pretrial Services agree that they will not hold Sentinel and any of its authorized subcontractors liable for any acts committed by those persons subject to the Customer's program.

8.3 The Customer and its designated agent, Maine Pretrial Services recognizes the risks inherent with GPS monitoring and acknowledges that it has considered and assumed all such risks in selecting participants, prescribing the scope and course/level of monitoring, and establishing the response protocols for any electronic monitoring program to be conducted by Sentinel.

<u>Limitation of damages</u>. Except for breach of any confidentiality or privacy obligations, neither party, nor any of its officers, directors, shareholders, employees, agents independent contractors, representatives, or affiliates shall be liable to the other party or any of its officers, directors, shareholders, employees, agents, independent contractors, representatives, or affiliates for punitive, special, consequential, incidental, or indirect damages including, without limitation, lost profits, arising in connections with the Services, even if such party has been advised of the possibility of such damages.

a) Sentinel's aggregate liability to the Customer relating to or arising out of this Agreement, whether in contract, tort, or otherwise, shall not exceed (i) the total amounts paid by Customer to Sentinel during the 12-month period immediately preceding the event which gave rise to the Customer's claims or (ii) $20,000, whichever is less.

8.4 Independent contractor. The parties agree that Sentinel is an independent contractor as that term is commonly used and is not an employee of the Customer or its designated agent, Maine Pretrial Services. As such, Sentinel is solely responsible for all taxes, and none shall be withheld from the sums paid to Sentinel. Sentinel acknowledges that it is not insured in any manner by the Customer or its designated agent, Maine Pretrial Services, for any loss of any kind whatsoever. Sentinel has not authority, express or implied, to bind or obligate the Customer or its designated agent, Maine Pretrial Services, in any way.

8.5 Subcontracting. The parties agree that Sentinel shall not subcontract, assign, or delegate any portion of this agreement or the services to be performed hereunder without prior written approval of the Customer. If the Customer approves of any such subcontracting, assignment or delegation, Sentinel shall remain solely responsible for managing, directing, and paying the person or persons to whom such responsibilities or obligations are sublet, assigned, or delegated. Sentinel shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Sentinel of any responsibility for performing under this agreement.

8.6 Authority to Bind Contractor. Notwithstanding anything in this agreement to the contrary, the signatory for Sentinel represents that he has been duly authorized to execute agreements on behalf of the company designated above and has obtained all necessary or applicable approval from the home office of the company to make this agreement fully binding upon the company when his signature is affixed and accepted by the Customer.

Section 9. General Provisions

9.1 Assignment. This Agreement and all rights and duties hereunder may not be assigned, mortgaged, sublicensed, delegated, or otherwise encumbered by any party or by operation of law without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that a party's rights hereunder may be transferred to a successor of all or substantially all of the business and assets of the party regardless of how the transaction or series of related transactions is structured.

9.2 Notices. All notices, requests, or other communications required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing (including telecopy) and, unless otherwise expressly provided herein, shall be delivered (a) by hand during normal business hours, (b) by Federal Express, United Parcel Service or other reputable overnight commercial delivery service (collectively, "**overnight courier**"), (c) by registered or certified mail (return receipt requested) or (d) by telecopy, addressed as follows:

If to Sentinel:
Sentinel Offender Services, LLC
1220 N. Simon Circle Unit C
Anaheim, California 92807
Attention: Contracts

If to Customer:
Cumberland County Sheriff's Office
Law Enforcement Center
36 County Way
Portland, Maine 04102-2755
Attention: Sheriff Kevin J. Joyce

And
Cc: Jennifer Annis
Cumberland County Violence Intervention Partnership
142 Federal Street
Portland, ME 04101

Any such notice shall be effective for purposes of determining compliance with the time requirements herein (a) at the time of personal delivery, if delivered by hand, (b) at the time accepted for overnight delivery by the overnight courier, if delivered by overnight courier, (c) at the time of deposit in the United States mail, postage fully prepaid, if delivered by registered or certified mail, or (d) at the time of confirmation of receipt, if delivered by telecopy.

If either party changes its address for the purposes of notices hereunder, such party shall give written notice of such change to the other party in accordance with this Section 9.2.

9.3 Entire Agreement. This Agreement (together with the other written agreements specifically referred to herein) shall constitute the entire agreement between the parties hereto and shall supersede any other agreements (including the existing monitoring agreement presently in effect with the Customer), whether oral or written, express or implied, as they pertain to the transactions contemplated herein. No revision, change, amendment, addendum, or modification of this Agreement shall be effective unless made in writing and signed by both of the parties hereto.

9.4 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Cumberland County, Maine, in accordance with the Rules of the American Arbitration Association then in effect. Any award issued because of such arbitration shall be final and binding between the parties thereto and shall be enforceable by any Customer having jurisdiction over the party against whom enforcement is sought. The arbitrator(s) shall have the right to award costs to the prevailing party and shall be bound by limitations on liability or remedies set forth in this Agreement.

9.5 Governing Law and Choice Forum. This Agreement shall be construed and governed in accordance with the internal laws of the State of Maine. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, including but not limited to any applications for temporary restraining orders, temporary or permanent injunctions, or to enforce the decision of an arbitrator rendered in accordance with Section 9.4, the parties agree that such action will be brought in the Cumberland County Superior Court or in the U.S. District Court for the State of Maine and the parties hereby submit to the exclusive jurisdiction of said Customers.

9.6 Nonsolicitation of Employees. The undersigned parties agree not to solicit, hire, or initiate any direct conversations regarding hiring any employee of the other party, without the prior written consent of the person's current employer.

9.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

9.8 Severability. If any provision of this Agreement is found by any Customer of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be modified to the

minimum extent necessary to cause it to be valid and enforceable and the invalidity or unenforceability of such provision prior to such modification shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

9.9 Remedies Not Exclusive. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, except as expressly provided in this Agreement or any Exhibit thereto, and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

9.10 Waiver. Failure of either party at any time to require the performance of any provision under this Agreement shall not affect the right of such party to require full performance thereafter and a waiver by either party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of any further or similar breach or as nullifying the effectiveness of such provision.

9.11 Force Majeure. If performance hereunder is interfered with by any condition beyond a party's reasonable control (a "**Force Majeure Event**"), the affected party shall be excused from such performance to the extent of such condition, *provided, however* that if a Force Majeure Event detrimentally affects a party's performance of a material covenant hereunder for 30 days or more, the other party can terminate this Agreement. The party whose performance is prevented by a Force Majeure Event shall immediately inform the other party of the situation.

9.12 Independent Contractors. Sentinel and the Customer are independent entities, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. No party shall make any warranties or representations on behalf of any other party.

[signatures follow]

IN WITNESS WHEREOF, the Customer and Sentinel have executed this Service Agreement on the dates shown below.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

Customer: **Cumberland County Maine**

By: _____
Print Name

TITLE: _____

_____
AUTHORIZED SIGNATURE

DATE: _____

Provider: **Sentinel Offender Services LLC**

By: _____
Print Name

TITLE: _____

_____
AUTHORIZED SIGNATURE

DATE: _____

Designated Agent: **Maine Pretrial Services**

By: _____
Print Name

Title: _____

_____
AUTHORIZED SIGNATURE

DATE: _____

EXHIBIT "A"

THE SERVICES

Sentinel Offender Services, LLC ("Sentinel") will provide to Cumberland County Maine ("Customer") and its designated agent, Maine Pretrial Services, all the equipment and services listed below to effectively monitor and manage an Offender Funded Electronic Monitoring Program.

- GPS Tracking and Location Based Monitoring Devices for those offenders selected by the Customer or its designated agent.
- Optional victim GPS device
- The Sentinel Monitoring Center operates 24 hours a day, 7 days a week, 365 days a year. Our National Service Center supports this operation at all times. The National Service Center operates seven (7) days a week, twenty-four (24) hours a day, throughout the year.
- Notification on key events in accordance with the established Monitoring Notification Protocols and Service Level Agreement (SLA)
- Monitoring & Mapping Application for displaying tracking points.
- Web-based monitoring software
- Technology enhancements and upgrades through the term of the Agreement
- User selectable Event Detection Report showing all participants near the physical address of a crime scene.
- Automated violation notification via text or email
- Ongoing customer support throughout the term of the Agreement
- Installation kits for the officers
- Cellular network service for all cellular based units
- Ground Shipping
- Warranty and Extended Maintenance for all devices for the term of the Agreement
- Sentinel will provide the necessary training to Customer personnel prior to provision of its services. If required, Sentinel can provide training to other Customer personnel at a central facility as the program expands at no charge to the Customer.
- Secure Web based tracking software that operates 24 hours a day, 7 days a week, and 365 days a year (Our National Service Center supports this operation at all times. The National Service Center operates seven (7) days a week, twenty-four (24) hours a day, throughout the year.)
- All monitoring activity reports remain accessible for a period of five (5) years. Retrieval of current client activity records is almost immediate, while retrieval of records that have been archived may require a minimum of 72 hours to retrieve and deliver to Customer personnel.
- Sentinel will make the data available at the request of the Customer, and all data will be backed up on a regular basis.

- **Training Services**

Sentinel will provide the necessary training to Customer personnel prior to provision of its services. If required, Sentinel can provide training to other Customer personnel at a central facility as the program expands at no charge to the Customer. Customer also agrees to assist with the program change over and implementation of Sentinel Products and Services.

- **Hours of Operation**

The Sentinel Monitoring Center operates 24 hours a day, 7 days a week, 365 days a year. Our National Service Center supports this operation at all times. The National Service Center operates seven (7) days a week, twenty-four (24) hours a day, throughout the year.

- **Reports**

For reports and activity information, the Customer's authorized staff will be able to access participant information via secure internet connection.

- **Record Retention**

All monitoring activity reports remain accessible for a period of five (5) years. Retrieval of current client activity records is accessible immediately, while retrieval of records that may have been archived due to extensive completion dates may require a minimum of 72 hours to retrieve and deliver to Customer personnel. Sentinel will make the data available at the request of the Customer and all data will be backed up on a regular basis.

- **Offender Financial Assessment and Fee Collection Services**

Maine Pretrial will be responsible for conducting a financial assessment that will be used to determine the participant's daily fees as listed in Exhibit D, Sliding Scale Fee Table. Sentinel will maintain a payment log for each program participant that will be updated each time a participant makes a payment on a by-weekly basis.

EXHIBIT "B"

CUSTOMER-CONTROLLED EQUIPMENT

As required by this Agreement, Sentinel will provide to the Customer and its designated agent, Maine Pretrial Services the required amount of electronic monitoring equipment for successful operation of the program. Sentinel will also provide the customer with 20% shelf stock at customer request. It will be the Customer's and its designated agent, Maine Pretrial Services responsibility to notify the Sentinel Monitoring Center, of all equipment installations and removals to maintain a correct billing record. Sentinel will not be responsible if the Customer fails to delete an offender from the program on the required date, and the offender incurs additional charges.

EXHIBIT "C"

CUSTOMER RESPONSIBILITIES

The customer and its designated agent, Maine Pretrial Services, agree that its' representatives will use all the proper paperwork and transmittals that are required to monitor an offender properly and efficiently. This includes, but is not limited to, providing complete offender information to Sentinel's National Monitoring Center, maintaining a reasonable inventory for future participants, keeping an appropriate record of all equipment in use including alleged problems with any units.

The customer or its designated agent, Maine Pretrial Services, shall also agree to notify Sentinel if equipment is lost or damaged.

Service: Customer through its designated agent agrees to maintain complete responsibility for participant selection and program management services not specifically listed below. Customer through its designated agent agrees to furnish all information to Sentinel which may reasonably be required to provide Customer with all services listed.

Computer, Software, Internet Connection(s), and Mobile Phone(s)/Pager(s)/Text Device(s): Customer and its designated agent are responsible for having and maintaining a computer(s), software, Internet connection(s) and Mobile Phone(s)/Pager(s)/Email.

The Customer, through its designated agent, will be responsible for installation and removal of the device.

*Enrollment: Customer through its designated agent will enroll participants via secure access to the website using Customer's own computer, software, and Internet connection.

*Information Changes: Customer, through its designated agent, will process all information changes via secure access to the Internet website using Customer's own computer, software, and Internet connection.

*Reports: Customer through its designated agent will access monitoring reports via secure internet access to software using Customer's own computer.

*Notification: Priority automatic notification upon occurrence of non-compliance via email, text, or automated phone call generated by the software.

* Data Transmission: Customer recognizes and acknowledges that information conveyed in connection with the services and on the System is transmitted using third parties. Sentinel makes no representations or warranties regarding carriage of this information over any communications medium which is not directly controlled by Sentinel, including, but not limited to, wireless and land-based telecommunications infrastructures. Further, Sentinel shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary outage or failure to any system which is not directly in Sentinel's control.

EXHIBIT "D"
SLIDING SCALE FEE TABLE

Cumberland County, Maine - Offender Funded Electronic Monitoring Program		
Offender-Funded Model		**Fee per Sliding Scale**
		Daily Rate/Fee per Scale
1	**Available Services**	**Fee per Income Range**
	Income/Sliding Scale - $0-15,000	
a.	Offender/Perpetrator OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program and Restraining Order Cases to be billed directly to participant.	$8.00
b.	Victim OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program to be billed directly to agency.	$3.50
	Income/Sliding Scale - $15,001-25,000	
a.	Offender/Perpetrator OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program and Restraining Order Cases to be billed directly to participant.	$9.00
b.	Victim OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program to be billed directly to agency.	$3.50
	Income/Sliding Scale - $25,001-40,000	
a.	Offender/Perpetrator OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program and Restraining Order Cases to be billed directly to participant.	$10.00
b.	Victim OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program to be billed directly to agency.	$3.50
	Income/Sliding Scale - $30,001-40,000+	
a.	Offender/Perpetrator OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program and Restraining Order Cases to be billed directly to participant.	$11.00
b.	Victim OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program to be billed directly to agency	$3.50
	EQUIPMENT REPLACEMENT COST PER UNIT	
a.	GPS Tracking Device	$900.00
b.	GPS Charger	$50.00

Indigent Provision: Sentinel's Offender Funded Program is designed for the purpose of allowing all participants determined to be eligible, referred, or ordered to participate in the Offender Funded Program access without limitations because of their inability to pay the program fees. The sliding scale is based on conducting a thorough financial assessment on all offenders referred to the program based on the participant's annual income level.

The following elements will be assessed and considered in making a determination of an offender's ability or inability to pay the full program fees according to their income status and each program participant will be required to bring these documents to their financial assessment appointment:

- Current employment status, including salary, benefits, and pension plan.
- Details on all adults and children in the residence, including (a) Name, (b) Date of Birth,
- Review of past three (3) employer paycheck stubs
- Review of last year W-2
- Review of telephone bill
- Review of cable bill
- Projections on future employability assess the type of job and remuneration offenders might secure within the next six (6) months.
- Assets not essential to the offender's quality of life (excluding home or automobile ownership), including such assets as savings accounts, investments such as stocks, bonds and mutual funds, income from investment properties, etc.
- Potential contingency funds, such as state and federal income tax return
- Ability to make payments via credit card.
- Ability to pay fees via modified and extended payment plan.
- Any other factor that may bear upon the person's financial capability to pay the full program fees.

For those participants that show inability to pay full program fees after all the above elements have been considered, Sentinel will offer a discounted rate off the full program fees to the participant. The rate will be based on an assessment of the participant's ability to pay.

Sentinel will use the following strategies to ensure successful collections:

- Sentinel's local staff will address the importance of keeping current with all program fees and each participant will be required to sign an agreement which outlines program fees and how and when program fees are to be submitted.
- Prior to any scheduled field or office visit, program staff will review the participant's payment status and any amount that is delinquent. If delinquent, this will be reviewed with the offender to determine the reason.
- Sentinel local staff will promptly follow-up on missed or partial payments.
- Sentinel will reassess the financial conditions for those participants who have experienced a sudden change in income to reevaluate if the participant's ability or inability to pay the established and agreed upon program fees warrants a reduction in fees.
- Sentinel will use collection agencies if needed to recoup established program fees.
- Sentinel will provide monthly reports to both the Sheriff's Department and Maine Pretrial Services that provide details on fees collected from the offender funded program.
- Sentinel will also provide a report that will detail its efforts for collecting fees from delinquent participants.
- Sentinel will immediately advise the Sheriff's Department and Maine Pretrial Services on any offender's refusal to pay program fees and each department will agree to sending representatives to a supervisory meeting with the program participant to assist with identifying why the participant is not paying the required program fees as well as to reinforce to the participant their obligation to pay all program fees as required in the participant program agreement.

EXHIBIT "E"

POST-TERMINATION SERVICES

If either party terminates this agreement, all procedures and requirements will be finalized according to the agreed upon manner. Sentinel will provide all services up until the expiration date of the contract, upon which it will be the Customer or its designated agent, Maine Pretrial Services responsibility to collect all monitoring equipment and supplies that are in the possession of the program participants.

Sentinel will not be responsible for the monitoring of any offender once the agreement expiration date has passed. Any monitoring services after the said date will have to be described in writing and consented to by both parties. Any fees associated with this holdover of services period will be due and payable in the same manner as all other fees were collected.

EXHIBIT F

LOST/DAMAGED EQUIPMENT SCHEDULE

Program participants will be responsible for the secure return of all equipment at the completion of the program within the timeframes prescribed by separate agreements between the program participant and Sentinel. If the equipment is damaged, lost, not returned, or destroyed, the participant will be required to pay the following amounts based on the type of equipment used:

	EQUIPMENT REPLACEMENT COST PER UNIT	
a.	GPS Tracking Device	$900.00
b.	GPS Charger	$50.00

The Customer or its agent Maine Pretrial Services shall not be financially responsible for loss or damage to the Equipment caused by the participant. However, the Customer or its agent Maine Pretrial Services shall be responsible for notifying Sentinel when equipment is known to be lost or damaged.

EXHIBIT G

RIDER TO
SENTINEL OFFENDER SERVICES, LLC
MONITORING SERVICES AGREEMENT
(ADVOCATE)

This Rider to Monitoring Services Agreement is for the use of the Advocate Victim App on an existing Smart Phone and is entered into by and between Sentinel Offender Services, LLC, a Delaware limited liability company ("Sentinel"), and Cumberland County, Maine (the "Customer").

RECITALS

A. Sentinel offers a GPS victim location tracking and notification service to (i) track the location of one or more victims and an offender being monitored by a public or administrative agency or department, and (ii) alert a victim and a customer if the offender comes in close proximity to a victim (the "Advocate Service"). The Sentinel Advocate Service uses the Sentinel Advocate App mobile application (the "Advocate App"), which Sentinel makes available for victims to download on a smart device through a public or administrative agency or department offering a monitoring program.

B. Sentinel and the Customer desire to amend the Agreement to provide the Customer the ability to offer and use the Advocate App in connection with the operation of the Program by the Customer, on the terms and subject to the conditions set forth in this Amendment.

C. Capitalized terms not defined in this Amendment shall have the meaning set forth in the Agreement.

1. Advocate Service

1.1 Services to be Performed. Sentinel shall provide to the Customer, and the Customer agrees to receive from Sentinel, use of the Advocate Service in connection with the use and operation of the Program, as set forth in more detail at Exhibit "A" attached hereto, on the terms and subject to the conditions set forth herein. As of the Amendment Effective Date, references to the "Services" in the Agreement shall be deemed to include the Advocate Service.

1.2 Customer's Responsibilities. The Customer agrees that it and its affiliates and each of their respective officers, directors, shareholders, employees, agents, independent contractors, and representatives shall be responsible for the following obligations in connection with the Advocate Service: (a) enrolling victims in the Program and determining if victims are eligible to use the Advocate Service; (b) providing true and complete information to Sentinel as requested or required in connection with the Advocate Service; (c) strictly abiding by and using the Advocate Documentation (as defined Section 2.1) and ensuring compliance by authorized users, to be determined solely by the Customer, of the Advocate Documentation

applicable to them[1], and all other paperwork and transmittals that are required in connection with the Advocate Service; (d) assisting with the implementation of the Advocate Service, and any updates or improvements thereto from time to time; (e) proper configuration, use and execution of all features and functionality of the Advocate Service; (f) allowing only authorized users, to be determined solely by the Customer, to access the Advocate Service; (g) maintaining compliance with all applicable laws, rules, and regulations, including, without limitation, privacy, location tracking and data protection laws, including obtaining all necessary authorizations, approvals and consents related to the use of Private Information (as defined in Section 1.3) or otherwise required in connection with the use of the Advocate App and monitoring of individuals for the performance of the Advocate Service; and (h) upon becoming aware of any violation of the terms of this Amendment, immediately reporting the violation to Sentinel and fully cooperating with Sentinel in any subsequent investigation or remedial measures. Neither Sentinel, nor the Advocate Service, monitor the information obtained through use or access of the Advocate Service, nor make any professional, legal, or other decisions or judgements regarding any actions to be taken based on the information provided through the Advocate Service. The Customer is solely responsible for (i) verifying the accuracy and utility of information produced by use of the Advocate Service, and (ii) making all decisions and taking any actions, including any protective or emergency services, in connection with the use of information provided through the Advocate Service.

1.3 Personal, Private Information. Sentinel acknowledges and understands that, in connection with the performance of the Advocate Service, it may receive and process certain private information, records and other materials concerning private persons that are confidential, including location data ("Private Information"), the disclosure or misuse of which may violate applicable privacy laws. Sentinel shall maintain all Private Information in confidence and agrees not to disclose or otherwise make available such Private Information to any third party without the prior written consent of the Customer, *provided, however*, that Sentinel shall be entitled to disclose any Private Information to the extent required by law or judicial order. Sentinel further agrees to use the Private Information only for the purpose of performing the Advocate Service. The Customer represents and warrants to Sentinel that the Customer is and at all times shall be in compliance in all respects with all applicable laws, rules, and regulations, including, without limitation, privacy, location tracking and data protection laws, and has obtained all necessary authorizations, approvals and consents related to the use of Private Information or otherwise required in connection with the monitoring of individuals for the performance of the Advocate Service.

2. Intellectual Property

2.1 Definitions. As used herein, "Advocate Software" means all forms of software, whether pre-installed, embedded, in read only memory, or found on any other media or other form provided or made available by Sentinel in connection with the Advocate Service and specifically includes the Advocate App, any software programs delivered via a cloud as a subscription-based service, and any modifications, changes (including translations) and improvements made to such software; and "Advocate Documentation" means the user manual and other documentation (including print and online), if any, provided to the Customer or any third party with the Advocate Service, the Advocate App or any component thereof.

2.2 Ownership. The Customer acknowledges that the Advocate Software is the intellectual property of, and is owned by, Sentinel and its licensors. The structure, sequence and organization of the Advocate Software are the valuable trade secrets and confidential information of Sentinel and its licensors. The Advocate Software is protected by copyright, including without limitation by United States copyright law, international treaty provisions and applicable laws in the country in which it is used. The Customer acknowledges that Sentinel, or its licensors, retain the ownership of all patents, copyrights, trade secrets, trademarks and other intellectual property rights pertaining to the Advocate Service and the Advocate Software. The Customer will take no actions which adversely affect Sentinel's intellectual property rights in the Advocate Service or the Advocate Software. These terms are a license and not an agreement for sale. No title to, or ownership of, the Advocate Software, or any intellectual property rights subsisting therein, is transferred to the Customer or to any user of the Advocate Software.

2.3 Limited License; Restrictions. Subject to the terms of this Amendment, Sentinel grants the Customer a non-exclusive, non-transferable, non-sublicensable, limited license, for the use of the Advocate Software solely in connection with the Advocate Service through the Program, and any other use is expressly prohibited. Sentinel and its licensors reserve all rights not expressly granted to the Customer in this Amendment. Without limiting the generality of the foregoing, the Customer shall not, nor shall the Customer permit, any other party to: (a) make copies of the Advocate Software, (b) disassemble, decompile, reverse engineer, or translate any part of the Advocate Software, or otherwise attempt to reconstruct or discover the source code of the Advocate Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation, (c) modify or create derivative works based upon the Advocate Software, (d) externally sublicense, resell, encumber or otherwise transfer the Advocate Software, (e) rent, lease, lend, or use the Advocate Software, or any part thereof, for timesharing or bureau use, (f) allow a third party to copy, access, or use the Advocate Software (except as expressly contemplated by this Amendment), (g) alter or remove any copyright, trademark or other proprietary notice which may appear on the Advocate Software, (h) take any action that would cause the Advocate Software to be placed in the public domain or become subject to open source license agreement, or (i) use the Advocate Software in any manner that violates any statute, law, rule, regulation, directive, guideline, bylaw whether presently in force or may be implemented by federal, state or local authorities.

2.4 Privacy Policy. The Customer authorizes Sentinel to collect and use any information that the Customer provides and that the Advocate Service collects in connection with the Customer's use of the Advocate Service. Sentinel's privacy policy (the "Privacy Policy"), located at https://sentineladvantage.com/privacy-policy/, describes how Sentinel may collect, use and share personal information. By using the Advocate Service, the Customer consents to all actions taken by Sentinel in compliance with the Privacy Policy.

2.5 Third Party Licenses. The Customer understands and acknowledges that the Advocate Software contains certain third party programs or code ("Third Party Software") that are used by Sentinel in accordance with the terms and conditions of separate and distinct license agreements, copies of which are contained in or can be found in the licenses folder accompanying the Advocate Software ("Third Party License"). The Customer further agrees that, although provided to the Customer and any user of the Advocate Software, the Third Party Licenses govern any use of the corresponding Third Party Software. The ownership terms in Section 2.2 and restrictions in Section 2.3 do not apply to Third Party Software. If there is a conflict between this Amendment

and the terms of any Third Party License, the provisions of the Third Party License shall prevail with respect to the use of the corresponding Third Party Software.

2.6 Termination. Any licenses granted herein shall automatically terminate without notice if the Customer fails to comply with any material provision of this Amendment or if the Agreement terminates. In such event, the Customer must immediately cease to use the Advocate Service and cause the uninstallation of the Advocate App from any smart devices enrolled in the Program.

3. Disclaimer of Warranties; Indemnification

3.1 Disclaimer of Warranties. EXCEPT AS REQUIRED BY APPLICABLE LAWS, THE ADVOCATE SERVICE AND THE ADVOCATE SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER SENTINEL NOR ITS LICENSORS REPRESENT OR WARRANT THAT THE ADVOCATE SERVICE OR THE ADVOCATE SOFTWARE WILL SATISFY THE CUSTOMER'S REQUIREMENTS OR THAT IT IS WITHOUT DEFECT OR ERROR OR THAT THE OPERATION THEREOF WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE. SENTINEL DOES NOT WARRANT THE ACCURACY OF ANY RESULTS OBTAINED FROM THE USE OF THE ADVOCATE SERVICE AND THE ADVOCATE SOFTWARE. THE CUSTOMER UNDERSTANDS AND AGREES THAT ANY USE AND DOWNLOAD OF THE ADVOCATE SOFTWARE IS AT THE CUSTOMER'S OWN DISCRETION AND RISK AND THAT THE CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO ANY SYSTEMS OR SMART DEVICE OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OR INSTALLATION OF SUCH MATERIAL. UNDER NO CIRCUMSTANCES SHALL SENTINEL BE LIABLE TO THE CUSTOMER ON ACCOUNT OF THE USE OR MISUSE OR RELIANCE ON THE ADVOCATE SOFTWARE.

THE CUSTOMER ACKNOWLEDGES THAT SENTINEL'S ABILITY TO TRACK THE MOVEMENT OF THE PARTICIPANTS AND VICTIMS BY GPS AND TO SEND ALERTS IN CONNECTION WITH THE ADVOCATE SERVICE AND THE ADVOCATE SOFTWARE IS DEPENDENT UPON FACTORS OUTSIDE OF SENTINEL'S CONTROL, INCLUDING WITHOUT LIMITATION, THE SCRAMBLING, INTERRUPTION, SUSPENSION OR OTHER INTERFERENCE IN THE TRANSMISSION OF SIGNALS TO OR FROM GLOBAL POSITIONING SATELLITES, DISCONNECTION OR OTHER LOSS/INTERRUPTION/INTERFERENCE OF CELLULAR AND LANDLINE COMMUNICATIONS, COVERAGE LIMITATIONS OF CELLULAR NETWORKS, INTERNET CONNECTIVITY, POWER OUTAGES, BATTERY POWER, DEVICE STORAGE LIMITS, DEVICE SETTINGS, USE, MAINTENANCE, AND CARE OF GPS EQUIPMENT PROVIDED BY SENTINEL TO PARTICIPANTS AND PROPER FUNCTIONING OF EQUIPMENT AND SOFTWARE PROVIDED BY THIRD PARTY VENDORS INCLUDING THE UTILIZATION OF SMART DEVICES FOR VICTIM NOTIFICATION, AND THE VICTIM'S COMPLIANCE WITH TECHNICAL REQUIREMENTS NECESSARY FOR THE ADVOCATE APP TO PROPERLY FUNCTION. ACCORDINGLY, SENTINEL MAKES NO REPRESENTATION OR WARRANTY TO THE CUSTOMER THAT THE ADVOCATE SERVICE OR THE ADVOCATE SOFTWARE WILL OPERATE WITHOUT INTERRUPTION OR ON AN ERROR-FREE BASIS, AND

SENTINEL SHALL NOT BE HELD LIABLE FOR ANY HARM OR DAMAGE RESULTING FROM MATTERS OUTSIDE OF ITS DIRECT AND IMMEDIATE CONTROL.

3.2 Indemnification. The Customer agrees to fully indemnify and completely save harmless Sentinel, its affiliates, licensors, suppliers and other contract relationships, and the officers, directors, employees, consultants, and agents of each, from any and all liabilities, claims, expenses, damages including reasonable legal fees and disbursements arising out of any third party claims or suits for damage or injury to person in connection with, directly or indirectly, in whole or in part, (a) any information submitted or transmitted through the Advocate Service or the Advocate Software in connection with the Program, (b) use of the Advocate Service and Advocate Software, or (c) breach of any term or condition of this Amendment applicable to the Customer. The foregoing indemnification obligations of the Customer shall be subject to all applicable limitations of the Maine Tort Claims Act as set forth in Title 14, Chapter 741 of the Maine Revised Statutes, as amended.

4. General Provisions

4.1 Terms of the Agreement. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. This Amendment and the Agreement contain the entire agreement between Sentinel and the Customer as to the subject matter hereof and thereof and may not be modified or amended except by a further written document signed by authorized representatives of Sentinel and the Customer. The provisions of this Amendment are incorporated by reference into the Agreement. In the event of any conflict or inconsistency between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall control and govern.

4.2 Governing Law. This Amendment shall be construed and governed in accordance with the internal laws of the State of California.

4.3 Survival. Provisions of this Amendment which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Amendment, including, but not limited to, Section 1.3 (Personal, Private Information), Section 3.2 (Indemnification), Section 4 (General Provisions), and the restrictions (but not the rights) granted to the Customer in Section 2 (Intellectual Property).

4.4 Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[signatures follow]

IN WITNESS WHEREOF, the Customer and Sentinel have executed this Service Agreement on the dates shown below.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

Customer: **Cumberland County Maine**

By: _____
Print Name

TITLE: _____

_____
AUTHORIZED SIGNATURE

DATE: _____

Provider: **Sentinel Offender Services LLC**

By: _____
Print Name

TITLE: _____

_____
AUTHORIZED SIGNATURE

DATE: _____

Designated Agent: **Maine Pretrial Services**

By: _____
Print Name

Title: _____

_____
AUTHORIZED SIGNATURE

DATE: _____

EXHIBIT H

ADVOCATE SERVICE

- **Service**

  Sentinel will provide the use of the Advocate App by the Customer in connection with the Program. The fees that will be applicable are as follows:

SERVICE	RATE
Use of Advocate App on a victim's smart device, billed directly to the agency.	$2.00 per smart device per day

- **Training Services**

  Sentinel will provide training to the Customer personnel prior to provision of the Advocate Service. If required, upon the reasonable request of the Customer, Sentinel can provide training to other Customer personnel via remote interactive webinar and/or at a central facility.

- **Hours of Operation**

  [The Advocate Service is intended to operate 24 hours a day, 7 days a week, 365 days a year, except for planned or emergency maintenance.][2] The Sentinel National Monitoring Center supports this operation at all times. The National Monitoring Center operates 24 hours a day, 7 days a week, 365 days a year. The National Monitoring Center can be contacted at 800.551.4911.

- **Reports**

  For report and activity information for the Advocate Service, the Customer will be able to access Sentinel's software through either a standard computer, laptop connection, smartphone browser or application. Sentinel staff will also provide a daily report to the Customer as requested for participant and victim information and transactions.

- **Record Retention**

  All Advocate Service monitoring activity reports remain accessible for a period of five (5) years. Retrieval of current participant and victim activity records is accessible immediately, while retrieval of records that may have been archived may require a minimum of 72 hours to retrieve and deliver to the Customer. Sentinel will make such monitoring activity reports data available at the request of the Customer and all data will be backed up on a regular basis.

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-023 **Agenda Date:** 3/19/2024 **Agenda #:**

Agenda Item Request:

Authorization for the County Manager to award the bid for Parking Garage Restoration and enter into a contract between Cumberland County and Krisha Construction for services in the amount of $457,275.00.

Background and Purpose of Request:
Requestor: Bill Trufant, Facilities Director
Please see the attached memo, bid tab, and bids received for the County Parking Garage Restoration.

Presentation: Yes

Funding Amount and Source: $457,275.00 funded through the 2023/2024 bond.

Effective Date if Applicable: March 18, 2024

Maine
Cumberland County
POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Bill Trufant, Facilities Director
DATE:	March 3rd, 2024
SUBJECT:	County Parking Garage Renovation Award

Requested Action:

Award a bid to Krisha Construction of North Attleborough, Mass, in the amount of $457.275.00 for Phase I of the County Parking Garage Renovation Project.

Background & Purpose of Request:

The County Parking Garage recently had a ***"Conditional Assessment"*** completed on the property by Thornton Tomasetti, a local engineering firm. The assessment provided a ten (10) year capital plan for the needed repairs to help guide the County in keeping the property functional and safe for now and the future. From this assessment, County staff rated and identified items needing repair for year one (1) through year ten (10).

This project was put out to bid and received proposals from five (5) different vendors. The project cost was estimated at around $500k to $600K to complete the year one (1) renovation scope. Proposals came in with a range of $476,595 to $920,045. County staff negotiated the price down to $457,275.00 after removing the painting from the scope of services. The wide range in costs are primarily due to the level of work already lined up for prospected vendors and the County's requested timeline to complete the project.

Funding Amount and Source: The project would be funded through the 2023/2024 General Obligation bond. The negotiated contract amount is $457,275.00

Effective Date: March 19, 2024

Attachments:

Bid Package received from vendor

Compiled Cost Worksheet from vendors

CUMBERLAND COUNTY PARKING GARAGE PHASE I RESTORATION

				Krisha Construction, Inc.		Scholar		Copia Specialty Contractors		Structural		Knowles Industrial Services	
				87 Henry B Riordan Way, North Attleboro, MA		2 Karides Village Dr #145, Seymour CT		261 Bomarc Rd, Bangor ME		21 Alpha Road, Chelmsford MA		295 New Portland Road, Gorham ME	
				Start Date	1-May-24	Start Date	1-May-24	Start Date	1-May-24	Start Date	1-May-24	Start Date	1-May-24
General Conditions				End Date	30-Aug-24	End Date	30-Aug-24	End Date	30-Aug-24	End Date	30-Aug-24	End Date	30-Aug-24
	All other work other than Unit Price Work				$ 35,000.00		$ 59,570.00		$ 60,000.00		$ 57,989.10		$ 83,420.00

Unit Price Work

ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Concrete Topping Repair	SF	675	$65.00	$43,875.00	$54.00	$36,450.00	$70.00	$47,250.00	$93.60	$63,180.00	$130.00	$87,750.00
2	Concrete Slab on grade repair	SF	275	$45.00	$12,375.00	$54.00	$14,850.00	$70.00	$19,250.00	$99.10	$27,252.50	$135.00	$37,125.00
3	Overhead Spall Repair	SF	1000	$110.00	$110,000.00	$68.00	$68,000.00	$165.00	$165,000.00	$143.90	$143,900.00	$234.00	$234,000.00
4	Traffic Membrane Removal	SF	26500	$1.00	$26,500.00	$1.50	$39,750.00	$3.00	$79,500.00	$3.60	$95,400.00	$1.65	$43,725.00
5	Traffic membrane full system	SF	26500	$5.25	$139,125.00	$9.00	$238,500.00	$6.00	$159,000.00	$11.80	$312,700.00	$7.00	$185,500.00
6	Column base repair	EA	52	$200.00	$10,400.00	$350.00	$18,200.00	$600.00	$31,200.00	$199.50	$10,374.00	$145.00	$7,540.00
7	Crack chase repair	LF	2,500	$10.00	$25,000.00	$9.00	$22,500.00	$30.00	$75,000.00	$6.65	$16,625.00	$13.00	$32,500.00
8	Metal Façade Repair	LF	360	$12.00	$4,320.00	`	#VALUE!	$60.00	$21,600.00	$9.50	$3,420.00	$140.00	$50,400.00
9	Stair 1 painting and repairs	LS	1	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$50,000.00	$50,000.00	$73,169.85	$73,169.85	$49,365.00	$49,365.00
10	Floor drain and leader replacement	EA	5	$3,000.00	$15,000.00	$3,500.00	$17,500.00	$7,500.00	$37,500.00	$3,304.95	$16,524.75	$4,400.00	$22,000.00
11	Supplemental beam repair	EA	16	$2,500.00	$40,000.00	$3,000.00	$48,000.00	$9,400.00	$150,400.00	$4,896.55	$78,344.80	$5,420.00	$86,720.00
	Unit Price Total				$441,595.00		#VALUE!		$835,700.00		$840,890.90		$836,625.00
	Grand Total for Project				**$476,595.00**		**#VALUE!**		**$895,700.00**		**$898,880.00**		**$920,045.00**

Addition/Deduction by Owner

ITEM	DESCRIPTION	UNIT		Addition Unit Cost	Deduction Unit Cost	Addition Unit Cost	Deduction Unit Cost	Addition Unit Cost	Deduction Unit Cost	Addition Unit Cost	Deduction Unit Cost	Addition Unit Cost	Deduction Unit Cost
1	Concrete Topping Repair	SF		$65.00	$65.00	$54.00	$30.00	$70.00	$50.00	$93.60	$74.88	$130.00	$104.00
2	Concrete Slab on grade repair	SF		$45.00	$45.00	$54.00	$30.00	$70.00	$50.00	$99.10	$79.28	$135.00	$108.00
3	Overhead Spall Repair	SF		$110.00	$110.00	$68.00	$30.00	$165.00	$150.00	$143.90	$115.12	$234.00	$188.00
4	Traffic Membrane Removal	SF		$1.00	$1.00	$1.50	$0.75	$3.00	$2.00	$3.60	$2.88	$1.65	$1.30
5	Traffic membrane full system	SF		$5.25	$5.25	$9.00	$5.00	$6.00	$5.00	$11.80	$9.44	$7.00	$5.50
6	Column base repair	EA		$200.00	$200.00	$350.00	$200.00	$600.00	$500.00	$199.50	$159.60	$145.00	$116.00
7	Crack chase repair	LF		$10.00	$10.00	$9.00	$4.00	$30.00	$25.00	$6.65	$5.32	$13.00	$10.50
8	Metal Façade Repair	LF		$12.00	$12.00	$0.00	$0.00	$60.00	$30.00	$9.50	$7.60	$140.00	$112.00
9	Stair 1 painting and repairs	LS		$15,000.00	$15,000.00	$15,000.00	$10.00	$50,000.00	$50,000.00	$73,169.85	$58,535.88	$49,365.00	$40,000.00
10	Floor drain and leader replacement	EA		$3,000.00	$3,000.00	$3,500.00	$1,500.00	$7,500.00	$6,500.00	$3,304.95	$2,643.96	$4,400.00	$3,200.00
11	Supplemental beam repair	EA		$2,500.00	$2,500.00	$3,000.00	$1,500.00	$9,400.00	$9,000.00	$4,896.55	$3,917.24	$5,420.00	$4,000.00

SECTION 00410

BID FORM

To: ***Bill Trufant, Facilities Director***
Cumberland County
142 Federal Street
Portland, Maine 04101

From: Krisha Construction, Inc

1. The undersigned, having examined the proposed Contract Documents consisting of Drawings, The Form of Agreement, General Conditions, Supplementary Conditions, Specifications and have examined the site for the proposed work titled:

Cumberland County Parking Garage
Phase 1 Restoration
192 Newbury Street
Portland, Maine

Hereby propose and agrees to furnish all permits, labor, materials, equipment, tools, and appliances, and perform operations necessary to complete the Work as required by the Contract Documents for the stipulated sum as follows:

A. General Conditions and for all Work other than Unit Price Work listed in sections B (including but not limited to general conditions, temporary shoring, temporary enclosures, vehicle and pedestrian protection, staging, temporary traffic control, signage, heat, and utilities, etc.), a Lump Sum of:

Thirty five thousand dollars (words) — $ 35,000.00 (numerals)

B. For all Unit Price Work, based on quantities shown:

UNIT PRICE WORK

Item No.	Description	Unit	Estimated Quantity	Unit Price	Estimated
1	Concrete topping repair	sf	675	$65.00	$43,875.00
2	Concrete slab on grade repair	sf	275	$45.00	$12,375.00
3	Overhead spall repair	sf	1,000	$110.00	$110,000.00
4	Traffic membrane removal	sf	26,500	$1.00	$26,500.00
5	Traffic membrane full system	sf	26,500	$5.25	$139,125.00
6	Column base repair	ea	52	$200.00	$10,400.00
7	Crack chase repair	lf	2,500	$10.00	$25,000.00
8	Metal Façade repair	lf	360	$12.00	$4,320.00
9	Stair 1 painting and repairs	ls	1	$15,000.00	$15,000.00
10	Floor drain and leader replacement	ea	5	$3,000.00	$15,000.00
11	Supplemental beam repair	ea	16	$2,500.00	$40,000.00

Total of All Estimated Prices

Four hundred forty one thousand, five hundred ninety five dollars
(words)

$ 441,595.00
(numerals)

D. For a total estimated (Items A+B) Bid amount of:

Four hundred seventy six thousand, five hundred ninety five dollars
(words)

$ 476,595.00
(numerals)

E. Unit Pricing

1. The following unit prices are required for the Owner to evaluate additions to or deductions from the work:

UNIT PRICING

Item No.	Description	Unit	Addition Unit Price	Deductions Unit Price
1	Concrete topping repair	sf	$65.00	$65.00
2	Concrete slab on grade repair	sf	$45.00	$45.00
3	Overhead spall repair	sf	$110.00	$110.00
4	Traffic membrane removal	sf	$1.00	$1.00
5	Traffic membrane full system	sf	$5.25	$5.25
6	Column base repair	ea	$200.00	$200.00
7	Crack chase repair	lf	$10.00	$10.00
8	Metal Façade repair	lf	$12.00	$12.00
9	Stair 1 painting and repairs	ls	$15,000.00	$15,000.00
10	Floor drain and leader replacement	ea	$3,000.00	$3,000.00
11	Supplemental beam repair	ea	$2,500.00	$2,500.00

2. The undersigned acknowledges the receipt of addenda numbers (if applicable):

3. The Contractor shall provide along with this Bid Form, copies of the following documentation:

   A. List of all subcontractors, including:
      1. Company Name.
      2. Address.
      3. Type of Construction/Supplies.
      4. Percent of contract price.

   B. List of all proposed materials substitutions, including:
      1. Manufacturer.
      2. Proposed use.
      3. Cut sheets for all proposed Materials.

   C. Proof of Insurance: General Liability, Vehicle and Worker's Compensation Insurance as Required by Maine State Law.

5. The undersigned agrees that if he/she is selected as Contractor, he/she will within five days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the Awarding Authority, execute the Contract in accordance with the terms of this bid and furnish proof of the capacity of the contractor to furnish a performance bond and also a labor and materials bond, each of a surety company qualified to do business under the laws of the State and satisfactory to the Awarding Authority, and each in the sum of one hundred percent of the Contract Price, the premiums for which are (if bond are required by the Owner) to be paid by the Contractor and are included in the Contract Price.

6. The undersigned agrees that if selected as general contractor, they will promptly confer with Owner on the question of subcontractors; and that the Owner may request a substitute for any subcontractor listed, as noted above.

7. Commencement and Completion of Work: The undersigned agrees to commence work on the Contract within seven (7) calendar days from **May 1, 2024** and to thereafter diligently and continuously carry on with the work.

8. The undersigned agrees that the Work will be substantially complete by **August 30, 2024** and completed and ready for final payment by **September 6, 2024**.

9. The undersigned understands that the Owner reserves the right to reject any and all bids.

10. The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word person shall me any natural person, joint venture, partnership, corporation or other business or legal entity.

11. The undersigned agrees that this Bid shall be good and may not be withdrawn for a period of 30 business days after the scheduled bid due date.

Date: January 30, 2024

Name of Bidder: Krisha Construction, Inc

Signed:

By: Fenil Kusumgar, President
(Name and title of person signing bid)

Business Address: 87 Henry B Riordan Way

City and State: North Attleboro, MA 02760

Phone Number: 215-669-7564

Krisha Construction
87 Henry Riordan Way
North Attleboro, MA 02760

ALL CONTRACTORS SHALL FILL IN THE FOLLOWING INFORMATION BEFORE SUBMITTING BID

	Name and Address of Supplier	Products to be Supplied
1	White Cap, LLC. Plainville, MA	PMC, sealants (Emaco, Sika)
2	Garvin Inc. Medford, MA	Polymer modified concrete, joint sealant
3	Kelmar (TBS), Mississauga, ON	Traffic bearing membrane
4	Metal Supermarkets, Albany, NY	Steel
5		
6		

	Name and Address of Contractor	Service or Trades to be Supplied	Anticipated $ Amount
1	Ford Fabricators, Buffalo, NY	Steel beam installation	$20,000.00
2			
3			
4			
5			
6			

Bidder's Qualifications Information and Selection Criteria for:

Cumberland County Parking Garage Phase I Restoration

PLEASE TYPE OR PRINT ALL INFORMATION REQUESTED

A. PROCESS

The intent of this process is to ensure that the firms who submit bid proposals have the proven capability to complete a project of this complexity, within the given schedule and operation limitations.

To provide us a similar level of information for all firms, it is a requirement of the bidder selection process that all information requested in the following Evaluation Criteria be supplied on the Project Data Form enclosed. All forms must be fully completed. Respondent's Qualification Information and other information are also to be submitted, as outlined in this section.

B. EVALUATION CRITERIA

1. Experience:

   Requirement: Bidders must have demonstrated experience working on Parking Garage properties. Provide the information as described on the attached form on three (3) previous contracts involving Parking Garages restoration and steel/concrete restoration work.

2. Intent: To show that the candidate has experience on projects of comparable scope.

C. RESULTS

1. Contractors which fail to demonstrate sufficient experience as submitted in the qualification form and as judged by the owner may have their bids rejected. The Owner will then proceed with review of the next low bid.

RESPONDENT'S QUALIFICATION INFORMATION
Current Projects Informational Form

Provide the following information on all current projects in progress: (Use additional sheets as necessary)

1. Project Name: Repair & Preventive Maitenance of Various Garages

   Location: Wilmington, DE Scope - concrete, waterproofing, joint sealant, structural steel, and carbon fib repairs

   Owner: Wilmington Parking Authority, Wilmingon, DE Phone: 302-655-4442

   Architect: Desman Inc, New York, NY Phone: 212-686-5360

   Contract Amount: $1,341,585.00 Scheduled Completion Date: June 2024

2. Project Name: Repair & Preventive Maintenance, 2023, Albany, NY

   Scope of Work: concrete repairs, waterproofing, crack repairs, guardrail repairs, expansion joints, joint sealant repairs

   Owner: Albany Parking Authority Phone: 518-434-8886

   Architect: O & S Associates Phone: 908.295.8422

   Contract Amount: $450,200.00 Completion Date: July 2024

3. Project Name: Refurbish 5 stair towers at New Roc Garage, New Rochelle, NY

   Scope of Work: Repair stairs, replace fire doors, replace signs & lights, repair handrail

   Owner: City Of New Rochelle, NY Phone: 914-654-2342

   Architect: LaBella Associates Phone: 518-266-7346

   Contract Amount: $200,219.10 Completion Date: April 2024

Garage Experience Informational Form

As described in the evaluation criteria bidders must have demonstrated experience working on parking garages. Provide the following information on three (3) previous contracts involving the above: (Use additional sheets as necessary)

1. Project Name: 27 Austin St Garage Restoration, Worcester, MA

   Scope of Work: concrete repairs, traffic bearing membrane, joint sealant

   Owner: Chander Owen II LLC, Los Angeles, CA Phone: 617-997-9068

   Architect: Building Enclosure Associates LLC, MA Phone: 617-520-9555

   Contract Amount: $1,658,210.56 Completion Date: January 2023

2. Project Name: Mohawk Harbor Garage & Plaza Waterproofing Repairs, Schenectady, NY

   Scope of Work: Expansion joint, sealant repairs, waterproofing membrane, concrete repairs

   Owner: Galesi Group, Schenectady, NY Phone: 518-356-4445

   Architect: Desman Inc, New York, NY Phone: 212-686-5360

   Contract Amount: $1,460,796.00 Completion Date: June 2020

3. Project Name: Repairs at Financial Plaza Parking Deck, Poughkeepsie, NY

   Scope of Work: Concrete repairs, joint sealant repairs, partial & full depth repairs, crack repairs, waterproofing, Expansion joint repairs

   Owner: City of Poughkeepsie, NY Phone: 845-451-4058

   Architect: The DiSalvo Engineering Group, CT Phone: 203-490-4140 x 248

   Contract Amount: $2,088,517.80 Completion Date: July 2019

The undersigned represents that all information provided by the bidder on the Respondent's Qualification Information is true and complete. The bidder understands that Cumberland County may at their discretion, disqualify any bidder who has presented information that is not in conformance with selection criteria, inaccurate, untrue, or which conflicts with information received from independent sources.

SUBMITTED BY: Fenil Kusumgar
(Officer of Firm)

Krisha Construction
87 Henry Riordan Way
North Attleboro, MA 02760

SIGNATURE:

TITLE: President DATE: January 30, 2024

KRISCON-03 JPETRIE1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/30/2024

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

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

PRODUCER
World Insurance Associates, LLC
1350 Division Rd., Suite 101
West Warwick, RI 02893

CONTACT NAME:
PHONE (A/C, No, Ext): (401) 398-8020 FAX (A/C, No): (401) 398-8017
E-MAIL ADDRESS: jayapetrie@worldinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Misc. / Unknown - DO NOT ISSUE POLICY - REQUIRES UPDATING!	
INSURER B :	Nationwide Affinity Insurance Company of America	26093
INSURER C :	Charter Oak Fire Insurance Company	25615
INSURER D :	Selective Insurance Co of South Carolina	19259
INSURER E :	Great Midwest Insurance Company	18694
INSURER F :		

INSURED
KRISHA CONSTRUCTION, INC
87 HENRY B RIORDAN WAY
NORTH ATTLEBORO, MA 02760-6286

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			MP017060110001100	11/21/2023	11/21/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			ACPBA013210669394	5/17/2023	9/5/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		UB1H638762	5/1/2023	5/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Equipment Floater			S 2576125	4/18/2023	4/18/2024		
E	Bonds			GM 222851	4/19/2023	4/19/2024		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
COI

CERTIFICATE HOLDER

CUMBERLAND COUNTY
142 FEDERAL STREET
Portland, ME 04101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jaya Petrie

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Krisha Construction

87 Henry B. Riordan Way
North Attleboro, MA 02760
Phone: (508) 643-8132
Fax: (508) 643-8133

Present Garage Restoration Projects

- Repair and Preventive Maintenance of various Garages, Wilmington, DE – Concrete repairs, joint sealant repairs, waterproofing
  Owner – Wilmington Parking Authority, Wilmington, DE
  Stan Soja – 302-655-4442
  Engineer – Desman Inc, New York, NY
  Tom Isaac – 212-686-5360
  Contract Amount - $1,234,675.00
  Percent complete – 78%
  Projected completion – June 2024

- Albany Parking Authority Garages, Albany, NY - Concrete repairs, expansion joint sealant repairs, waterproofing, guardrail repairs, crack repairs
  Owner - Albany Parking Authority, Albany, NY
  Sean Palladino – 518-434- 8886
  Engineer – O & S Associates, Hackensack, NJ
  Edison Campoverde
  2023 Contract Amount - $ 450,200.00
  Percent Complete – 40%
  Projected completion – July 2024
  2022 Contract Amount - $260,930.00
  2021 Contract Amount - $434,300.00

- Refurbish five (5) Stair Towers at New Roc Garage, New Rochelle, NY
  Owner – City of New Rochelle, NY
  Rebeca Bonacci – 914-654-2342
  Engineer – LaBella Associates
  Ed Larkin – 518-266-7346
  Contract Amount - $200,219.10

Krisha Construction

87 Henry B. Riordan Way
North Attleboro, MA 02760
Phone: (508) 643-8132
Fax: (508) 643-8133

Previous Garage Restoration Projects

- Shore Plaza East Apartments 400 – 800 Border Street, East Boston, MA
  Concrete repairs and waterproofing
  Owner – EBSP Associates, LLC, East Boston, MA
  John Matlack – 617-981-9635
  Engineer - Building Enclosure Associates, LLC, MA
  Michael Velji – 617-520-9555
  Contract Amount - $659,000.00
  DOC – 12/31/22

- 27 Austin Street Garage Restoration, Worcester, MA
  Concrete repairs, traffic bearing membrane, joint sealant, etc.
  Owner – Chandler Owen II LLC, Los Angeles, CA
  John Lyons – 617-997-9068
  Engineer - Building Enclosure Associates, LLC, MA
  Michael Velji – 617-520-9555
  Contract Amount - $1,658,210.56
  DOC – 01/31/23

- 120 & 150 Presidential Way Garage Repairs, Woburn, MA. – Concrete repairs, tee-tee joint replacement, traffic bearing membrane, wall coatings, etc.
  Owner – Eastport Real Estate Services, Wakefield, MA
  Kim Anderson – 781-890-5855 x 127
  Engineer – Building Enclosure Associates, LLC, MA
  Michael Velji – 617-520-9555
  Contract amount: $837,800.00
  DOC: -7/31/2021

- Top Deck Repairs at the New Roc Garage – New Rochelle, NY – Concrete repairs, shear connector repairs, expansion joint repairs, waterproofing repairs, control and cove joint repairs
  Owner – City of New Rochelle, New Rochelle, NY
  Rebeca Bonacci – 914-654-2342
  Engineer – Chazen Companies, NY
  Ed Larkin – 845-454-3980

Contract amount: $603,064.00
DOC: 05/31/2021

- Parking Garage Rehabilitation at Wilkes-Barre Scranton International Airport, PA – Shear Connector repairs, crack and construction joint repairs, waterproofing, epoxy injections, caulking.
  Owner – Wilkes-Barre Scranton International Airport, Avoca, PA
  Stephen Mykulyn – 570-602-2003
  Engineer – Desman Associates, NY
  Tom Isaac – 212-686-5360
  Contract amount: $939,383.00
  DOC: 01/31/2021

- 875 Elm Street Parking Garage, Manchester, NH – Waterproofing, concrete repairs
  Owner – Red Oak Apartment Homes, Manchester, NH
  Engineer – Hoyle, Tanner & Associates, NH
  Joe Ripley – 603-669-5555 ext. 165
  2021 contract amount - $208,467.47
  2020 contract amount - $45,400.00

- Victory Parking Garage – FY20 Repairs, Manchester, NH – Concrete repairs, overhead repairs, waterproofing, expansion joints.
  Owner – City of Manchester, NH
  Denise Boutilier – 603-624-6580
  Engineer – Hoyle, Tanner & Associates, NH
  Joe Ripley – 603-669-5555 ext. 165
  Contract amount: $862,133.00
  DOC: 05/31/2021

- Mohawk Harbor Garage and Plaza Waterproofing Repairs, Schenectady, NY – Expansion joint sealant repairs, waterproofing membrane, concrete repairs
  Owner – Galesi Group, Schenectady, NY
  Steve Luciano – 518-356-4445
  Engineer – Desman Associates, NY
  Tom Isaac – 212-686-5360
  Contract amount: $1,460,796.00
  DOC: 06/30/2020

- Repairs at the Financial Plaza Parking Deck, Poughkeepsie, NY – Concrete repairs, expansion joint sealant repairs, partial and full depth repairs, crack repairs, waterproofing, joint repairs
  Owner – City of Poughkeepsie, NY
  Engineer – The DiSalvo Engineering Group, CT

Jerry Feldmann – 203-490-4140 ext. 248
Contract amount: $2,088,517.80
DOC: 7/31/2019

- Albany County Regional Airport Parking Garage, Albany, NY - Concrete repairs, expansion joint sealant repairs, waterproofing, guardrail repairs, crack repairs
  Owner - Albany County Airport Authority, NY
  Engineer – Ryan Biggs Clark Davis, NY
  Otto Schwarz – 518-406-5506 ext. 340
  Contract amount: $559,100.00
  DOC: 3/31/2018

- Ashburton Parkadrome Repairs, Yonkers, NY - Concrete repairs, expansion joint repairs, waterproofing, guardrail repairs, crack repairs
  Owner - City of Yonkers, NY
  Engineer – O & S Associates, NJ
  Contract amount: $378,150.00
  DOC: 3/1/2017

Krisha Construction

87 Henry B. Riordan Way
North Attleboro, MA 02760
Phone: (508) 643-8132
Fax: (508) 643-8133

Largest (and completed) Restoration Projects in past five years.

- Repairs at the Financial Plaza Parking Deck, Poughkeepsie, NY – Concrete repairs, expansion joint sealant repairs, partial and full depth repairs, crack repairs, waterproofing, joint repairs
  Owner – City of Poughkeepsie, NY
  Engineer – The DiSalvo Engineering Group, CT
  Jerry Feldmann – 203-490-4140 ext. 248
  Contract amount: $2,088,517.80
  DOC: 7/31/2019

- 27 Austin Street Garage Restoration, Worcester, MA
  Concrete repairs, traffic bearing membrane, joint sealant, etc.
  Owner – Chandler Owen II LLC, Los Angeles, CA
  John Lyons – 617-997-9068
  Engineer - Building Enclosure Associates, LLC, MA
  Michael Velji – 617-520-9555
  Contract Amount - $1,658,210.56
  DOC – 01/31/23

- Mohawk Harbor Garage and Plaza Waterproofing Repairs, Schenectady, NY – Expansion joint sealant repairs, waterproofing membrane, concrete repairs
  Owner – Galesi Group, Schenectady, NY
  Steve Luciano – 518-356-4445
  Engineer – Desman Associates, NY
  Tom Isaac – 212-686-5360
  Contract amount: $1,460,796.00
  DOC: 06/30/2020

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  Engineer – Desman Associates, NY
  Tom Isaac – 212-686-5360

Contract amount: $939,383.00
DOC: 01/31/2021

- 120 & 150 Presidential Way Garage Repairs, Woburn, MA. – Concrete repairs, tee-tee joint replacement, traffic bearing membrane, wall coatings, etc.
  Owner – Eastport Real Estate Services, Wakefield, MA
  Kim Anderson – 781-890-5855 x 127
  Engineer – Building Enclosure Associates, LLC, MA
  Michael Velji – 617-520-9555
  Contract amount: $837,800.00
  DOC: -7/31/2021

Maine
Cumberland County

Parking Garage Restoration
December 21, 2023

ADDENDUM NO. 1

Questions received during open comment period:

1) Can we provide an alternate product for the traffic membrane?

No, per the specifications, the only acceptable manufacturer and supplier is Kelmar Waterproofing System.

Krisha Construction
87 Henry B Riordan Way
North Attleboro, MA 02760

Fenil Kusumgar

From: Denise Francoeur <francoeur@cumberlandcounty.org>
Sent: Thursday, January 18, 2024 6:28 AM
To: Bill Trufant
Subject: Parking Garage Restoration Bid Questions and Answers

Good morning,

Below in red are the answers provided for the questions submitted for the project:

1. Are we required to seal the perimeter of the deck between concrete and the structural steel?

Yes, please refer to the CURB TERMINATION DETAIL on S2.2.

2. Please confirm that any concrete repair in the areas receiving supplemental framing will be paid under the overhead repair bid item.

Yes, the concrete spalling to be completed under TYPICAL OVERHEAD REPAIRS per sheet S2.1 separate of the supplemental steel beam placement.

3. What is the depth of the slab-on-grade repairs? Can a detail of this repair be provided?

The Depth of the slab-on-grade repairs is anticipated to be up to 2.5 inches deep. The existing slab is anticipated to be 4.5 inches reinforced with 6x6 – W2.9XW2.9 welded wire fabric. The procedure will be like the concrete repair procedure and will involve excavating ¾" below the mesh, cleaning and coating the W.W.F., and casting back the concrete. If no W.W.F. is found within the 2.5 inches cast back the repair material to match the existing finish.

4. Can space be provided on the bid form for contractors to provide value engineered alternates?

No please provide the bid based on the drawings.

5. Is a bid bond required?

No bid bond is required.

Best regards,
Denise Francoeur
Executive Assistant
Cumberland County Facilities Department
142 Federal Street
Portland, ME 04101
Monday - Thursday work hours 6am-4pm
Facilities Directory: 207.253.8089
Direct line: 207.699.1980
Fax: 207.871.8377

Krisha Construction
87 Henry B Rierden Way
North Attleboro, MA 02760

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

Maine
Cumberland **County**

BID OPENING
PARKING GARAGE RESTORATION
January 31, 2024 – 2pm

Company	Contact	Phone #	Bid
COPIA SPECIALTY CONTRACTORS, INC	Linda M. Stanley, VP	207-989-3082	895,700.00
KNOWLES INDUSTRIAL SERVICES CORP.	Tim Rich, Pres	207-854-1900	919,955.00
SCHOLAR PAINTING, LLC	Vaughn Butler, Pres/Owner	877-447-2465	578,320.00
KRISHA CONSTRUCTION, INC	Fenil Kisumgar, Pres	215-669-7564	476,595.00
STRUCTURAL PRESERVATION SYSTEMS, LLC	Randy McClurg, Asst Secretary	973-725-0890	898,880.00

Witness to opening: BiLL Trufant
Print

Sign

Witness to opening: Denise Francoeur
Print

Sign

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-024 **Agenda Date:** 3/19/2024 **Agenda #:**

Agenda Item Request:

Approval of the 2024/2025 General Fund, Jail and Cross Insurance Arena budgets.

Background and Purpose of Request:
Requestor: James H. Gailey, County Manager

Please refer to the attached documents for more information about the budget.

Presentation: Yes

Funding Amount and Source: Tax Warrant & Other Revenues

Effective Date if Applicable: July 1, 2024

Maine
Cumberland County
POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	James H. Gailey, County Manager
DATE:	March 12, 2024
SUBJECT:	2024/2025 Budget

Requested Action:

Approve the 2024/2025 General Fund, Jail and Cross Insurance Arena budgets.

Background & Purpose of Request:

In December, staff presented the Manager's 2024/25 budget to the County Commissioners. At that meeting the Commissioners remanded the budget to the Finance Committee for further review and recommendation. The proposed Manager's Budget in December was up 4.86% over the current year budget.

The Finance Committee has met four times from December to February. The Committee brought in different departments to present and have dialog on their budgets. The Finance Committee held their wrap-up meeting on February 20th. At that meeting the Committee voted to send a positive recommendation to the County Commissioners on the proposed budget. Changes that occurred between the proposed budget and the budget recommended by the Finance Committee:

Additional Funding for SO Patrol Vehicles	add	$40,000.00
Reduction of Tax Anticipation Note	cut	$40,000.00
State Family Medical Leave Jan 1, 2025	add	$60,000.00
Savings from staff changes at EMA	cut	$36,000.00
Adjustment of revenue in Parking Garage	add	$15,000.00 (added revenue)

The outcome of these changes results in a proposed Needs from Taxes budget of 4.89% over the current year. This is up slightly from the proposed budget presented in December.

Maine
Cumberland **County**

POSITION PAPER FOR AGENDA ITEM

The Finance Committee has made a favorable recommendation for the County's 2024/25 budget to the Commissioners. The County Commissioners conducted a workshop on the budget on February 26, 2024 and provided guidance to staff to bring forth the budget on the March 19, 2024 Commissioner meeting.

Funding Amount and Source: Tax Rate & County Revenues

Effective Date if Applicable: July 1, 2024

Attachments: Revised overall spreadsheet for General Fund, Jail and Cross Insurance Arena.

Motions for Approval

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

Result

Mover: Seconder:

Vote Tally: Vote Result:

Roll Call Vote if Meeting Remotely:

Chair of Board, Date

COUNTY OF CUMBERLAND: Final Budget 2024-25

DEPARTMENT	23-24 ADOPTED BUDGET	2022 ACTUAL EXPENSES	24-25 BUDGET REQUEST	Dollars over 23-24	Manager Adjustments	24-25 MGR	24-25 FC RECOMM	24-25 FINAL Budget	% Increase over 2022
Emergency Mgmt Agency	773,675	640,611	762,746	(10,929)	(23,000)	739,746	707,849	707,849	-4.39%
District Attorney	2,426,685	1,974,968	2,691,956	265,271	(132,310)	2,559,647	2,559,647	2,559,647	5.48%
Facilities	2,655,653	2,611,045	3,032,989	377,336	(198,990)	2,833,998	2,833,998	2,833,998	6.72%
Registry of Deeds	799,280	704,119	834,365	35,085	-	834,365	834,365	834,365	4.39%
Registry of Probate	834,602	769,003	895,677	61,075	(2,000)	893,677	893,677	893,677	7.08%
Finance	690,200	610,088	580,147	(110,053)	(1,000)	579,147	579,147	579,147	-16.09%
Communications	3,808,714	3,448,081	3,877,577	68,863	(26,614)	3,850,963	3,850,963	3,850,963	1.11%
Executive-Admin	882,561	798,964	1,075,884	193,323	(6,000)	1,069,884	1,069,884	1,069,884	21.22%
Facilities-Garage	241,219	293,532	138,316	(102,903)	-	138,316	138,316	138,316	-42.66%
Information Technology	1,072,464	1,014,799	1,102,330	29,866	-	1,102,330	1,102,330	1,102,330	2.78%
Human Resources	676,313	565,576	868,874	192,561	(4,735)	864,139	864,139	864,139	27.77%
Sheriff-Admin	1,454,231	1,307,767	1,617,188	162,957	(40,000)	1,577,188	1,577,188	1,577,188	8.46%
Sheriff-Law Enforcement	6,735,301	6,060,575	7,453,021	717,720	(169,200)	7,283,821	7,323,821	7,323,821	8.14%
Sheriff-Civil	412,428	335,544	416,693	4,265	-	416,693	416,693	416,693	1.03%
Debt Service-Principal	705,305	599,753	814,638	109,333	-	814,638	814,638	814,638	15.50%
DebtService- Interest	153,387	124,200	174,697	21,310	-	174,697	174,697	174,697	13.89%
Debt Expense - TAN Loans	191,000	84,476	161,000	(30,000)	(40,000)	121,000	81,000	81,000	-36.65%
					-	-			
Grants & Human Services	263,000	275,500	288,700	25,700	(20,700)	268,000	268,000	268,000	1.90%
Pension Life- Retirees	6,000	11,063	6,000	-	-	6,000	6,000	6,000	0.00%
Contingent Account	45,000	15,000	45,000	-	-	45,000	45,000	45,000	0.00%
Sal./ Ben./ Term. Pay	435,000	435,000	435,000	-	-	435,000	435,000	435,000	0.00%
Maine Family Medical Leave							60,000	60,000	#DIV/0!
Unemployment Insurance	20,000	631	5,000	(15,000)	-	5,000	5,000	5,000	-75.00%
Regional Projects and Public	95,000	49,192	95,000	-	-	95,000	95,000	95,000	0.00%
Regional Public Health	95,000	-	160,000	65,000	-	160,000	160,000	160,000	68.42%
Capital Improvement Res.	298,100	1,265,800	376,600	78,500	-	376,600	376,600	376,600	26.33%
							-		
Total Expenditure Summary	25,770,118	23,995,286	27,909,397	2,139,280	(664,549)	27,244,848	27,272,952	27,272,952	8.30%
Change			2,139,280	2,139,280		1,474,731	1,502,834	1,502,834	

Tax Calculation	2021 BUDGET	2022 BUDGET	23-24 BUDGET	24-25 BUDGET REQUEST	24-25 MGR	24-25 FC RECOMM	24-25 FINAL Budget	
COUNTY								
Total Estimated Expenditures	23,141,940	24,092,634	25,770,118	27,909,397	27,244,848	27,272,952	27,272,952	
Total Estimated Revenues	(6,504,408)	(6,423,573)	(6,956,734)	(7,159,414)	(7,144,414)	(7,159,414)	(7,159,414)	3%
Tax Stabilization Reserve	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	
Tax Revenue Required	16,437,532	17,469,061	18,613,384	20,549,984	19,900,435	19,913,538	19,913,538	
Net Dollar Change		1031529	1,144,323	1,936,600	1,287,051	1,300,154	1,300,154	
Percent from prior year		6.28%	6.96%	10.40%	6.91%	6.99%	6.99%	

Jail Budget

Tax Calculation	2021-22	2022-23	23-24	24-25	24-25 MGR	24-25 FC RECOMM	24-25 Final Budget
Total Estimated Expenditures	21,517,069	22,405,905	22,405,905	20,500,570	20,869,148	20,869,148	20,869,148
Total Estimated Revenues	(6,752,000)	(7,050,233)	(7,050,233)	(4,530,672)	(4,899,250)	(4,899,250)	(4,899,250)
Tax Revenue Required	14,765,069	15,355,672	15,355,672	15,969,898	15,969,898	15,969,898	15,969,898
	14,765,069	15,355,672	15,355,672	15,969,898	15,969,898	15,969,898	15,969,898
	Amount fixed by statute			614,226	614,226	614,226	614,226

Cross Insurance Arena Budget

Tax Calculation	2021 BUDGET	2022 BUDGET	23-24 BUDGET	24-25 BUDGET REQUEST	24-25 MGR RECOMM	24-25 FC RECOMM	24-25 Final Budget
Bond Principal	1,178,966	1,295,793	1,390,241	1,440,000	1,440,000	1,440,000	1,440,000
Bond Interest	887,020	826,568	739,387	688,462	688,462	688,462	688,462
Prior CIA Debt Service	614,488	464,378	439,075	432,045	432,045	432,045	432,045
Operational Subsidy	750,000	564,271	730,000	648,000	648,000	648,000	648,000
Tax Revenue Required	3,430,474	3,151,010	3,298,703	3,208,507	3,208,507	3,208,507	3,208,507
Net Dollar Change		(279,464)	147,693	(90,196)	(90,196)	(90,196)	(90,196)
Percent from prior year		-8.15%	4.69%	-2.73%	-2.73%		

COMBINED TAX PRESENTATION

Tax Calculation	2021 BUDGET	2022 BUDGET	23-24 BUDGET	24-25 BUDGET REQUEST	24-25 MGR RECOMM	24-25 FC RECOMM	24-25 Final Budget
Total Estimated Expenditures	47,151,594	48,760,713	51,474,726	51,618,474	51,322,503	51,350,607	51,350,607
Total Estimated Revenues	(12,886,408)	(13,175,573)	(14,006,967)	(11,690,086)	(12,043,664)	(12,058,664)	(12,058,664)
Tax Stabilization Reserve	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)
Tax Revenue Required	34,065,186	35,385,140	37,267,759	39,728,389	39,078,840	39,091,943	39,091,943
Net Dollar Change		1,319,954	1,882,619	2,460,630	1,811,081	1,824,184	1,824,184
Percent from prior year		3.87%	5.32%	6.60%	4.86%	4.89%	4.89%

Budget Requests	General County Impact		1,936,600				5.20%	Total
	Jail Impact		614,226				1.65%	
	Cross Insurance Arena Impact		(90,196)				-0.24%	6.60%
MGR Budget	General County Impact			1,287,051			3.45%	Total
	Jail Impact			614,226			1.65%	
	Civic Center Impact			(90,196)			-0.24%	4.86%
FC Budget	General County Impact				1,300,154		3.49%	Total
	Jail Impact				614,226		1.65%	
	Civic Center Impact				(90,196)		-0.24%	4.89%
Final Budget	General County Impact					1,300,154	3.49%	Total
	Jail Impact					614,226	1.65%	
	Civic Center Impact					(90,196)	-0.24%	4.8

COUNTY OF CUMBERLAND
BUDGET MOTIONS
2024-2025 FISCAL YEAR BUDGET

SUMMARY RECAP

DEPARTMENT REQUESTED BUDGET		
County Expenditure	$	27,909,397
Jail Expenditure	$	20,500,570
Cross Insurance Arena	$	3,208,507
Revenue	$	(11,690,086)
Designated Fund Balance	$	(200,000)
Tax Assessment	$	39,728,388
Enterprise Funds	$	15,992,484
Grants	$	2,785,100
Summary Budget from all Sources-Gross	$	70,396,058

COUNTY MANAGER'S ADJUSTMENTS		
EMA	$	(23,000)
District Attorney	$	(132,310)
Facilities	$	(198,990)
Executive	$	(6,000)
HR	$	(4,735)
Probate	$	(2,000)
CCRCC	$	(26,614)
Sheriff-Admin	$	(40,000)
Sheriff-Law Enforcement	$	(169,200)
Finance	$	(1,000)
Other	$	(60,700)
NET CUTS RECOMMENDED BY THE COUNTY MGR.		(664,549)

COUNTY MANAGER'S RECOMMENDED BUDGET		
County Expenditure	$	27,244,848
Jail Expenditure	$	20,869,148
Cross Insurance Arena	$	3,208,507
Revenue	$	(12,043,664)
Designated Fund Balance	$	(200,000)
Tax Assessment	$	39,078,839
Enterprise Funds	$	15,992,484
Grants	$	2,785,100
Summary Budget from all Sources-Gross	$	70,100,087

COUNTY COMMISSIONERS PROPOSED CHANGES

NO CHANGES

NET CHANGES RECOMMENDED BY THE COUNTY COMM. -

COUNTY COMMISSIONERS PROPOSED BUDGET 24-25

County Expenditure	$	27,244,848
Jail Expenditure	$	20,869,148
Cross Insurance Arena	$	3,208,507
Revenue	$	(12,043,664)
Designated Fund Balance	$	(200,000)
Tax Assessment	$	39,078,839
Enterprise Funds	$	15,992,484
Grants	$	2,785,100
Summary Budget from all Sources-Gross	$	70,100,087

FINANCE COMMITTEE RECOMMENDATIONS		
EMA Salary & Benefits Adjustment	$	(31,897)
Increase to cost per vehicle	$	40,000
Decrease to TAN expenses	$	(40,000)
Increase to Garage Revenues	$	(15,000)
Maine Family Medical & Leave Act	$	60,000
Total of changes	$	13,103

FINANCE COMMITTEE RECOMMENDATIONS		
County Expenditure	$	27,272,952
Jail Expenditures	$	20,869,148
Cross Insurance Arena	$	3,208,507
Revenue	$	(12,058,664)
Designated Fund Balance	$	(200,000)
Tax Assessment	$	39,091,943
Enterprise Funds	$	15,992,484
Grants	$	2,785,100
Summary Budget from all Sources-Gross	$	70,128,191

COUNTY COMMISSIONERS FINAL BUDGET CHANGES

No changes recommended

NET CHANGES RECOMMENDED BY THE COUNTY COMM.	$	-

COUNTY COMMISSIONERS FINAL BUDGET 2024-25

County Expenditure	$	27,272,952
Jail Expenditures	$	20,869,148
Cross Insurance Arena	$	3,208,507
Revenue	$	(12,058,664)
Designated Fund Balance	$	(200,000)
Tax Assessment	$	39,091,943
Enterprise Funds	$	15,992,484
Grants	$	2,785,100
Summary Budget from all Sources-Gross	$	70,128,191
Percent Tax Increase		4.89%

COUNTY OF CUMBERLAND
BUDGET MOTIONS
2024-2025 FISCAL YEAR BUDGET

MOTION TO SET BUDGET

CUMBERLAND COUNTY COMMISSIONERS MOVE TO SET THE BUDGET FOR BUDGET YEAR 2024-25 AS FOLLOWS:

County Expenditure	$	27,272,952
Jail Expenditure	$	20,869,148
Cross Insurance Arena	$	3,208,507
Revenue	$	(12,058,664)
Designated Fund Balance	$	(200,000)
Tax Assessment	$	39,091,943
Enterprise Funds	$	15,992,484
Grants	$	2,785,100
Summary Budget from all Sources-Gross	$	70,128,191

MOTION TO SET CAPITAL IMPROVEMENT PLAN

Approve 5 Year Capital Improvement Plan, including expenditures of $376,600 in Non-Debt CIP	$	376,600
	$	376,600

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-025 **Agenda Date:** 3/19/2024

Agenda Item Request:

Authorize the issuance of the 2024/2025 Budget Cost of Living Adjustment of 3% to the Elected Officials & Sheriff Appointment.

Background and Purpose of Request:
Requestor: James H. Gailey

Authorizing County staff to include elected officials and the Sheriff appointed Chief Deputy in the annual Cost of Living Adjustment of 3%.
See attachment for more information.

Presentation: No
Funding Amount and Source: General Fund Budget 2024/2025
Effective Date if Applicable: July 1, 2024

Maine
Cumberland County
POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	James H. Gailey, County Manager
DATE:	March 19, 2024
SUBJECT:	Elected Officials COLA

Requested Action:

Authorize the issuance of the 2024/2025 Budget Cost of Living Adjustment of 3% to the Elected Officials & Sheriff Appointment.

Background & Purpose of Request:

The Cost of Living Adjustment within the 2024/2025 budgets are directed towards non-union employees. Elected Officials & the Sheriff Appointment are not considered under the Non-Union Personnel Policy, hence there is a need to address through a separate Order if COLAs are to be given.

The following positions would be included:

County Commissioners
Register of Probate
Judge of Probate
Sheriff
Chief Deputy Sheriff

Funding Amount and Source: Funded through 2024/2025 budget

Attachments: None

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

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

Chair of Board, Date

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-026 **Agenda Date:** 3/19/2024 **Agenda #:**

Agenda Item Request:

Adjust the Probate Judge's salary in the amount of $2,000.00 effective March 25, 2023.

Background and Purpose of Request:

The Probate Judge requested the County Commissioners review his annual salary for the coming year. The County Commissioners met a few times to discuss, ultimately coming to a decision to increase the salary to $80,000.00 for the coming year. The increase will be a combination of an immediate increase of $2,000.00 and the 3% COLA in July. It works out as follows:

Current Salary:	$75,691.20
March Increase	$ 2,000.00
July COLA	$ 2,330.74
Salary as of July 2024	$80,021.94

Requestor: County Commissioners
Funding Amount and Source: General Fund
Effective Date if Applicable: $2,000.00 as of March 25, 2024

Maine
Cumberland **County**

POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	James H. Gailey, County Manager
DATE:	March 19, 2024
SUBJECT:	Probate Judge Salary Adjustment

Requested Action:

Adjust the Probate Judge's salary in the amount of $2,000.00 effective March 25, 2023.

Background & Purpose of Request:

The Probate Judge requested the County Commissioners review his annual salary for the coming year. The County Commissioners met a few times to discuss, ultimately coming to a decision to increase the salary to $80,000.00 for the coming year. The increase will be a combination of an immediate increase of $2,000.00 and the 3% COLA in July. It works out as follows:

Current Salary:	$75,691.20
March Increase	$ 2,000.00
July COLA	$ 2,330.74
Salary as of July 2024	$80,021.94

Funding Amount and Source: 2023/2024 - $2,000 2024/2025 – 3% COLA

Effective Date: March 25, 2024 for the $2,000

July 1, 2024 for the 3%

Attachments: None

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

Result

Mover: Seconder:

Vote Tally: Vote Result:

Roll Call Vote if Meeting Remotely:

Chair of Board, Date

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-029 **Agenda Date:** 3/19/2024 **Agenda #:**

Agenda Item Request:

Authorization for the County Manager to enter into an agreement with the Oxford County Jail for Cumberland County Jail to house ten (10) of their residents for a daily border rate of $85 per day beginning April 2024 to April 2025.

Background and Purpose of Request:
Requestor: Major Tim Kortes, Jail Administrator
Cumberland County Jail to house ten (10) Oxford County Jail residents for a daily border rate of $85 per day for one year beginning April 2024 to April 2025 excluding medical costs as outlined in the attached MOU.

Presentation: Yes

Funding Amount and Source: #11-10607-4603, April 1 - June 30, 2024 for $77,350.00 and July 1, 2024 - April 1, 2025 for $232,900.00

Effective Date if Applicable: April 1, 2024

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

TO:	Cumberland County Commissioners
FROM:	Major Tim Kortes, Jail Administrator
DATE:	March 19, 2024
SUBJECT:	Oxford County Boarder Agreement Consideration @ CCJ.

Requested Action:

To Approve the Memorandum of Agreement with Oxford County to house (10) ten of their offenders at the Cumberland County Jail for approximately a year from April 2024. The daily boarder rate for each inmate would be $85.00, which excludes medical costs that they would be responsible for in a Memorandum of Agreement.

(Authorize, Accept, Award, Approve, Amend, Appointment or Informational Report-No Action)

Background & Purpose of Request:

The reason for this temporary housing at Cumberland County Jail is due to the Oxford County facility being shut down for renovations through a Capital Project. The purpose of this request is to explore revenue opportunities for the Jail Budget. Facility accommodations for these long-term boarders would not require additional housing units to be opened since the current population is at half capacity for the offender classifications.

Funding Amount and Source:

Revenue for 11-10607-4603

Projection Estimate

April 1, 2024 to June 30, 2024 / 91 days $77,350.00

July 1, 2024 to April 1, 2025/ 274 days $232,900.00

Effective Date: April 1, 2024, after a Memorandum of Agreement has been reviewed and approved by the Sheriff, County Manager, County Commissioner Chair,

Attachments: Memorandum of Agreement

(Please list out any Attachments you're including)

CUMBERLAND COUNTY SHERIFF'S OFFICE

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

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

INMATE HOUSING MEMORANDUM OF UNDERSTANDING

This Agreement describes a relationship between Oxford County and Cumberland County during the period of boarding Oxford County inmates and Cumberland County based on their classification housing status up to (10) inmates which includes new arrests.

This Agreement, is effective April 1, 2024 to April 1, 2025, is made by and between the Sheriff of Cumberland County, Maine and the Cumberland County Commissioners (hereinafter referred to as "CUMBERLAND"), and the Sheriff of Oxford County, Maine and Oxford County Commissioners, Maine (hereinafter referred to as "OXFORD").

WHEREAS, Oxford has a need to provide housing for its jail inmates under the following classifications: male medium /minimum protective custody, female medium/minimum and new arrests. WHEREAS, Cumberland is willing to provide housing for Oxford's jail inmates. WHEREAS, Oxford new arrests will also be boarded at CCJ until there initial judicial appearance is completed virtually and subsequently transferred to another facility.

NOW, THEREFORE, for the consideration set forth herein, Cumberland and Oxford agree as follows:

ARTICLE I - PURPOSE

The purpose of this Agreement is to establish the terms by which Oxford's jail inmates will be housed at the Cumberland County Jail (CCJ) during the period set forth in this Agreement.

ARTICLE 2 - TERM

This agreement is effective as of April 1, 2024 and will continue expiring at midnight on April 1, 2025.

ARTICLE 3 - SERVICES

1. CCJ will provide necessary medical, psychiatric, dental and pharmacy services for all boarded inmates housed these facilities during the term of this Agreement. All Oxford

boarded inmates shall be entitled to participate in the same Programs and Re-Entry Services which are provided to inmates at CCJ.
Pre-Trial service providers will work with facility staff and will have access to Oxford inmate records to make appropriate judgments for pre-trial contracts and other services for all boarded inmates.

a. CCJ shall notify the Oxford County Jail Administrator at least twenty-four (24) hours prior to transport of a boarded inmate to a medical, psychiatric or dental provider outside for hospital, medical or psychiatric outside services.

b. When it is necessary to transport a boarded inmate for emergency medical, dental or psychiatric services, CCJ will notify the Oxford County Jail Administrator as soon as possible.

c. Oxford will be responsible for payment of any medical, dental or psychiatric services for their respective inmates housed at CCJ.

d. Oxford will be responsible for payment of a fee to Cumberland of $36.00 an hour for one-person hospital details and $72.00 an hour for two-person hospital details once an Oxford inmate is admitted to the hospital. Oxford will responsible to provide staffing after (8) eight hours of a hospital detail is established for an Oxford bordered inmate.

e. The Cumberland Jail Administrator shall keep records for all medical, psychiatric and dental services provided to a boarded Oxford inmate while the inmate is in the custody of CCJ.

d. The Oxford Jail Administrator will be responsible for Justice Court Order adherence and accommodations for Oxford inmates boarded at CCJ within this agreement. In addition Oxford will provide an OCJ staff member for Oxford inmate virtual judicial proceedings at CCJ.

2. Upon transfer of custody of an Oxford inmate to a boarded facility (CCJ), it shall be the holding facility's responsibility to:

a. Confine, supervise, discipline and control the inmate in accordance with its rules, regulations and applicable Maine law.

b. Administer the inmate's sentence pursuant to the order of the committing court and applicable Maine law.

c. Calculate good time and release dates for inmates.

d. Coordinate with the Oxford County Sheriff regarding victim notification requirements.

3. The CCJ shall notify the Oxford County Sheriff if an Oxford inmate commits a crime while at the CCJ.

4. The CCJ shall notify the Oxford County Sheriff at least 72 hours before a boarded inmate is to be released from custody at the CCJ. Boarded inmates shall be released from the holding facility unless the Oxford County Sheriff informs the holding facility (CCJ) in writing, that the Oxford County will pick up the boarded inmate prior to his or her release. Such notice must be provided to the holding facility (CCJ) at least 24 hours prior to the boarded inmate's release and if such timely notice is not received, the boarded inmate will be released from the holding facility.

5. The CCJ shall manage, maintain and operate its facilities consistent with all appropriate Federal and State laws and regulations, local ordinances.

ARTICLE 4 - COMPENSATION

1. Oxford shall pay $85.00 per day per inmate that is housed at CCJ within this agreement.

   Both parties agree that these payments shall be prospective in nature and occurring on or about the first of each month.

   Both parties agree to perform a quarterly reconciliation of estimated headcount to actual headcount and refund or make additional payment as necessary, such that final and settled payment totals reflect actual usage at the rate of $85/inmate/day.

ARTICLE 5 - TRANSPORT OF PRISONERS

1. Oxford shall be responsible for the initial and all subsequent transportation of boarded inmates at CCJ unless in emergency situations as a temporary measure.

2. The dates and times of all transports shall be mutually agreed to by CCJ and OCJ.

ARTICLE 6 - TRANSFER OF CUSTODY TO CCJ

1. An Oxford inmate shall be deemed transferred to the custody of the boarded facility when CCJ has taken physical control of the inmate and has accepted custody of the inmate.

2. The Oxford County Sheriff shall provide the following information and documents for each inmate when transferring an inmate to the custody of CCJ.

   a. Booking Packet/File
   b. Suicide Assessment
   c. Arrest Report
   d. 48-Hour Affidavit
   e. Court/Sentence Paperwork
   f. Classification, if Available/Disciplinary History

g. Medical Records, including negative Covid-19 test result when requested

3. The CCJ, at its sole discretion, may refuse to accept any boarded inmate if the sending facility does not provide the information above, except the inmate's classification, when the inmate is presented for transfer at the CCJ. Any Oxford inmate not accepted because of missing documentation as set forth in this paragraph will be accepted once all the required paperwork/documentation is provided.

4. Any inmate that is housed at CCJ within this boarder agreement and has reported a PREA allegation that occurred at the facility, where housed, will be investigated by the designated investigator at the boarding facility. Any PREA allegation will be reported back to the parent agencies Jail Administrator and/or the PREA Coordinator. Any extended circumstances that are out of the norm such as outside medical treatment/counseling will be accommodated. Any ongoing correspondence during the investigation, or after will be directed to holding facility Jail Administrator and/or the PREA Coordinator. This will be in accordance with PREA Standard 115.63 Reporting to Other Confinement Facilities.

5. The CCJ will not transfer custody of any boarded inmate to any agency without written authorization from the Oxford County Sheriff from a court of competent jurisdiction.

ARTICLE 7 - ACCESS TO PRISONERS AND FACILITY

1. The Oxford County Sheriff shall have the right to inspect the CCJ to confirm that the jail maintains acceptable standards and that all boarded inmates are treated properly.

2. The Oxford County Sheriff shall have the right to interview boarded inmates at any reasonable time at the holding facility and shall be afforded equal priority for use of the facility interview rooms to interview boarded inmates in accordance with the professional visit practices at the holding facility.

ARTICLE 8 - RECORDING-KEEPING/TRAINING

1. The CCJ shall maintain a record-keeping system for the admission and confinement of each boarded inmate consistent with the record keeping for the CCJ's other inmates.

2. The OCJ shall make its boarded inmate records available to the respective Cumberland County Sheriff upon request.

3. The Cumberland County Sheriff shall keep confidential information regarding boarded inmates in accordance with applicable State and Federal laws and regulations.

ARTICLE 9 – INMATE PARTICIPATION IN TEMPORARY RELEASE PROGRAMS

Eligibility of prisoners for participation in furlough, Work Release or Other Release Programs Programs and supervised community confinement shall be coordinated between OCJ and CCJ,

governed by the two agencies policies, rules, regulations and applicable State law. Oxford inmates shall not be placed in temporary release programs outside of the facility without the approval of Oxford.

ARTICLE 10 -TERMINATION

1. This Agreement can be terminated for specific cause of Oxford's failure to make payments as set forth in Article 4 above.

2. Upon the effective date of termination or expiration of this Agreement, Boarded Oxford inmates shall be transferred from the custody of the holding facility (CCJ) to the custody of the Oxford County Sheriff. Transport of the inmates will be in accordance with the terms of this Agreement.

3. 30-Day Termination Option. Either party may terminate the Contract without cause by giving the other party written notice of termination at least 30 days prior to the termination date.

ARTICLE 11 - WAIVER OF RIGHTS

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the Parties. Failure to insist upon full performance on any occasion shall not constitute to, or waiver of, any continuation of nonperformance or any later on performance; nor does payment of a billing or continue performance after notice of a deficiency in performance constitute acquiescence to the deficiency in performance.

ARTICLE 12 - GOVERNING LAW

1. This Agreement shall be governed in all respects by the laws, statutes and regulations of the State of Maine. Any legal proceeding against any party regarding this Agreement shall be brought in the State of Maine Administrative or Judicial forums.

2. The Parties will first attempt to resolve any disputes relating to this Agreement or performance of this Agreement, by discussions between the Parties and if such discussions are unsuccessful, mediation between the Parties utilizing an agreed upon mediator. If such efforts to resolve the dispute are unsuccessful, either Party may seek resolution of the dispute by initiating a lawsuit against the other Party.

ARTICLE 13 - ASSIGNMENT

The Parties may not assign their rights or obligations under this Agreement without the prior written consent of the other Parties.

ARTICLE 14 - AMENDMENT

This Agreement may be amended at any time by mutual agreement of the Parties, provided that, for

any amendment to be operative or valid, it shall be reduced to writing and signed by all Parties.

ARTICLE 15 - ENTIRE AGREEMENT

This document contains the entire Agreement of the Parties, and the Parties shall not be bound by any statement or representation not contained herein.

ARTICLE 16 - AUTHORITY TO EXECUTE AGREEMENT

Each of the Parties has caused this Agreement to be signed by an authorized representative of the Cumberland County Board of Commissioners, Cumberland County Sheriff, Oxford County Board of Commissioners and the Oxford County Sheriff, respectively.

CUMBERLAND COUNTY AND CUMBERLAND COUNTY SHERIFF

_____	_____
SHERIFF KEVIN J. JOYCE	COMMISSIONER JAMES F. CLOUTIER, CHAIR
DATE: _____	DATE: _____

CUMBERLAND COUNTY MANAGER

_____

COUNTY MANAGER JAMES H. GAILEY

DATE: _____

OXFORD COUNTY AND OXFORD COUNTY SHERIFF

_____	_____
SHERIFF CHRISTOPHER WAINWRIGHT	COMMISSIONER DAVID DUGUAY, CHAIR
DATE: _____	DATE: _____

OXFORD COUNTY MANAGER

_____

COUNTY MANAGER

DATE: _____

Cumberland County

142 Federal St
Portland, ME 04101

Position Paper

File #: 24-027 **Agenda Date:** 3/19/2024

Request For Agenda Item:

To enter into executive session Title 1 M.R.S.A. §405(6)(D) for the contract discussion regarding the Cross Insurance Arena.

Background and Purpose of Request:

The County Commissioners will enter into Executive Session for the discussion of a contract.