Cumberland County

142 Federal St Portland, ME 04101

Cumberland County

Agenda - Final

Monday, April 8, 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 24-007 Approval of the minutes, March 19, 2024, meeting of the Board of

Commissioners

Attachments: 2024 March 19 Meeting Minutes

INFORMATIONAL REPORT/PRESENTATIONS

CD 24-008 National Crime Victims' Rights Week is April 21-27, 2024 and Victim Waiting

Room Dedication Ceremony on April 23, 2024.

Attachments: PP- CCDA Position Paper - NCVRW 2024

COMMENTS FROM THE PUBLIC

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

CONSENT AGENDA

24-031 Authorization for the submission of an AKC Reunite Grant Application for the

replacement of a Sheriff's Office K9.

Attachments: AKCGrantAuthorizationForm

AKCReuniteGrantApplication

24-032 Authorization of the Law Enforcement & Marine Conservation Services - Marine

Patrol & Marine Conservation Contract between the Cumberland County Sheriff's Office, Board of County Commissioners and the Town of Harpswell

from April 1, 2024 - March 31, 2025.

Attachments: Harpswell Marine Patrol Position Paper 2024-2025

Harpswell Marine Patrol Contract 2024

24-033 Authorization of the Law Enforcement Services Contract between Cumberland

County Sheriff's Office, Board of County Commissioners and the Town of

Harpswell from April 1, 2024 to March 31, 2025.

Attachments: Harpswell LE Position Paper 2024-2025

Harpswell Contract 2024

24-034 Authorization of the Law Enforcement Services Contract between Cumberland County Sheriff's Office, Board of County Commissioners and the Town of Frye Island from May 22, 2024 - October 14, 2024.

Attachments: Frye Island PP 2024

Frye Island Contract 2024

Authorization for the County Manager to enter into a contract amendment between Cumberland County and Maine Public Employees Retirement System to provide MainePERS Special Plan 3C to the following non-union Law Enforcement Officer who regularly work more than 20 hours per week and who is not seasonal or temporary: Administrative Investigator, effective May 1, 2024 for future service only.

Attachments: 24-035 - Position Paper

24-036 Proclaim the week of April 1 - 5, 2024 as National Community Development Week in Cumberland County.

Attachments: Proclamation Community Development Week 2024

24-037 Proclaim the week of April 14 - 20, 2024 to be National Public Safety Telecommunicators Week in Cumberland County

Attachments: Proclamation Telecommunicators Week 2024

24-038 Proclaim the week of May 5 - 11, 2024 to be National Correction Officer Week in Cumberland County

Attachments: Proclamation Correctional Officers Week 2024

24-039 Proclaim that Cumberland County Commissioners will observe May 12-18, 2024, as National Law Enforcement Week in Cumberland County.

Attachments: Proclamation Law Enforcement Week

24-042 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 for a revised amount of \$700,000.

Attachments: 24-042 - Position Paper

NEW BUSINESS

24-040 Authorization for the County Manager to Execute the Memorandum of

Agreement between Cumberland County Emergency Management Agency (CCEMA) and the Wilderness Rescue Team (WRT) for Wilderness Search and

Rescue Services.

Attachments: Position Paper - Wilderness SAR Team

MOA EMA-WRT (Rev. 3-20-24) V2 - Accepted (1)

24-041 Approval of the Substantial Amendment to the Cumberland County/City of

Portland HOME Consortium's HOME-ARP Action Plan. Public Hearing and Final

Read.

Attachments: 24-041 - Position Paper

HOME-ARP Staff Report - 04-8-24

24-043 Approval of the Community Development 2024 Annual Action Plan including the

allocation of CDBG and HOME partnership funds and contingency plans.

Attachments: 24-043 - Position Paper

<u>CDBG Staff Report - 04-8-24</u> 24-043 - DRAFT 2024 AAP

24-044 Authorize the County Manager to award bid of the Cross Insurance Arena Team

Boxes Renovation to PM Construction, Inc. of Saco, Maine, in the amount of

\$110,084.00.

Attachments: 24-044 - PP - CIA Concrete Work

PM CONSTRUCTION-BID SUBMISSION

24-045 Authorize the County Manager to execute the contract between the US Marshals

Service and Cumberland County concerning the federal inmate per diem rate.

<u>Attachments</u>: <u>PP - US Marshal Service Per Diem Contract</u>

OFS IGA Cumberland County Jail 7WV 2024

COMMENTS FROM THE COUNTY MANAGER

COMMENTS FROM THE EXECUTIVE STAFF

COMMENTS FROM THE COUNTY COMMISSIONERS

Next Meeting: Monday, May 13, 2024

ADJOURNMENT



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: CD 24-007 Agenda Date: 4/8/2024

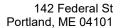
Title:

Approval of the minutes, March 19, 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

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

Tuesday, March 19, 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 5:33 pm.

ATTENDANCE

Present:

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

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

<u>CD 24-004</u> Approval of the minutes, February 12, 2024, meeting of the Board of Commissioners

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

<u>CD 24-005</u> Approval of the minutes, February 26, 2024, meeting of the Board of Commissioners

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

INFORMATIONAL REPORT/PRESENTATIONS

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

This Report was RECEIVED AND FILED.

COMMENTS FROM THE PUBLIC

Chair Cloutier opened public comment, there were no comments from the public.

CONSENT AGENDA

Approval of the Consent Agenda

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

Yes:	 5 - Commissioner Jamieson, Commissioner Witonis, Commissioner Gorden, Commissioner Smith, and Chair Cloutier
No:	0
<u>24-014</u>	Approval of Cumberland County Sheriff's Office Commissions August through

This Order was APPROVED.

December 2023

<u>24-015</u>	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.

This Order was APPROVED.

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

This Order was APPROVED.

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.

This Order was APPROVED.

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.

This Order was APPROVED.

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.

This Order was APPROVED.

<u>24-028</u> 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.

This Order was APPROVED.

ARPA BUSINESS

24-020

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

County Manager Gailey explained that the item was for the approval of the GMP (Guaranteed Maximum Price) of \$7.7M using ARPA funding for the construction of the Jail Medical Wing. Facilities Director Bill Trufant spoke about the item and partners Landry French and that the project would take about a year to complete. He noted that the Sheriff and the Jail Major are very supportive of the item.

Commissioner Jamieson asked why the contract price was less than originally quoted of \$9M. Facilities Director Trufant explained that the retrofit of jail medical space does not include furniture and office equipment it is only the space but also includes air handling system modifications.

A motion was made by Commissioner Gorden, 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

24-021

Authorization for the Dissolution of the Cumberland County ARPA Advisory Committee

Chair Cloutier thanked the members of the ARPA Advisory Committee for their service.

A motion was made by Commissioner Gorden, seconded by Commissioner Smith, 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

24-022

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.

Project Manager Violence Intervention Project Jennifer Annis about coordinating ELMO that has been in place since 2015. The contract was renewed in 2022 however the current contract includes software and required some revisions. Sections modified included damages and attorney fees. Judges must sign on off on the participants enrolling in the monitoring program, Maine PreTrial screens participants and it is limited to 5 participants at the time. The tracking device is replaced by a Cellphone Application, annually the average cost of victim's

portion is \$3,200 while the offenders are required to pay for their portion of the monitoring. The tracking mechanism alerts police when offenders are violating the Judge's order and has been a life saving service in the past.

A motion was made by Commissioner Witonis, seconded by Commissioner Gorden, 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

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.

Facilities Director Trufant completed a five year master plan for the parking garage. The restoration is part of year one, the time frame is anticipated to be May 1, 2024 depending on the weather and have it completed by Labor Day. Summer season pass holders will be limited. Krisha Construction is highly recommended by many other government agencies. The plan is to increase the longevity of the parking garage which is why the proposed costs vary significantly.

Commissioner Smith asked about what kind of revenue loss Facilities Director Trufant will expect during construction?

Facilities Director Trufant explained that pass holders had been alerted the previous year for planning purposes. He is hoping that the work will be done on the weekend and have less of an impact on daily pass holders. He deferred to Deputy Manager Alex KImball about revenue loss amount. Deputy Manager Kimball stated that revenue loss depends on jury duty and the parking capacity available.

A motion was made by Commissioner Smith, 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

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

Commissioner Witonis stated that she does not support the budget because of the vehicles purchased by the Sheriff's Office. It's unclear where the vehicles are being allocated and she has been concerned since 2019.

Commissioner Smith thanked the Cumberland County Finance Committee and County Employees who did a great job with their budget presentation and provided information when requested. Commissioner Smith suggested that a workshop be help to look at the purchase and use of Sheriff vehicles. She

supports the current budget and will be interested in that piece of information during the next budget season.

Chair Cloutier echoed Commissioner Witonis and Commissioner Smith's concerns about the operations of the Sheriff Department.

Commissioner Gorden commented on the request for a workshop and supported the idea and the opportunity to come up with more solutions.

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

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

No: 1 - Commissioner Witonis

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

A motion was made by Commissioner Gorden, 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

Adjust the Probate Judge's salary in the amount of \$2,000.00 effective March 25, 2024.

County Manager requested that the date for the COLA start date be correct from 2023 to 2024.

A motion was made by Commissioner Gorden, seconded by Commissioner Smith, that the Order be AMENDED to correct the date. 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 Gorden, seconded by Commissioner Jamieson, that the Order be APPROVED AS AMENDED. The motion carried by the following vote:

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

No: 1 - Commissioner Witonis

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 March 2024 to April 2025.

Commissioner Smith commented that there are contract negotiations in place, however inmates were placed in the Jail prior to the contract being executed. She asked County Manager Gailey if he had some background information. County Manager Gailey suggested that the contract be amended to have a start date of March 2024 instead of the April 2024 given that there were Oxford County inmates already in the Cumberland County Jail. Chair Cloutier invited Chief Deputy Pellerin to speak. Chief Deputy Pellerin stated that it's common to have inmates from other counties and that the contract would solidify agreements. The number of Oxford County inmates is low and is manageable for staff.

A motion was made by Commissioner Jamieson, seconded by Commissioner Gorden, that the Order be AMENDED to modify the contract length. 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 Jamieson, seconded by Commissioner Gorden, that the Order be APPROVED AS AMENDED. The motion carried by the following vote:

Yes:

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

No: 0

COMMENTS FROM THE COUNTY MANAGER

COMMENTS FROM THE EXECUTIVE STAFF

Deputy Manager Kimball stated that while ARPA projects were finalized, projects are under way and will be rapidly spent down through the Summer and into the Fall.

Director of Finance Theresa Grover stated that attempted fraud has increased and staff are being cautious.

Director of Human Resources Amy Jennings shared that 10 new candidates are attending the Correctional Officers academy this month. Background checks have been outsourced to a third party which should streamline hiring.

Chief Deputy shared that he was glad to be a part of the budget process. Progress has been made with the hiring and law enforcement staff is now at capacity.

COMMENTS FROM THE COUNTY COMMISSIONERS

Commissioner Smith shared that she wished everyone a happy spring.

Commissioner Jamieson congratulated the County Staff for putting together a strong budget. He

wished the public Happy Easter and Happy Passover.

Commissioner Gorden also congratulated the staff on the completion of the budget. He also echoed the concern of Commissioner Witonis and the cost of vehicles and the strategy moving forward. Regarding the border rate of \$85, the State should support the funding of jails as it is putting restrictions on jails.

Chair Cloutier thanked the ARPA Committee for guidance and for the work of the staff as well.

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.

Time Into Executive Session: 6:20 PM

A motion was made by Commissioner Smith, seconded by Commissioner Gorden, 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: 6:42 PM

A motion was made by Commissioner Smith, seconded by Commissioner Witonis, 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

ADDED IN SESSION

24-030

Authorization for the County Manager to negotiate the terms and conditions for the next three years of Maine Mariners Hockey ticket fees with discretion as provided by the County Commissioners.(Added in Session)

A motion was made by Commissioner Witonis, seconded by Commissioner Jamieson, that the New Business - Added in Session be APPROVED. The motion carried by the following vote:

Yes:

Commissioner Jamieson, Commissioner Witonis, Commissioner Gorden,
 Commissioner Smith, and Chair Cloutier

No: 0

Next Meeting: April 8, 2024

ADJOURNMENT

A motion was made at 6:45 PM by James Cloutier, seconded by Stephen Gorden, to ADJOURN the meeting. The motion carried by a unanimous vote.



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: CD 24-008 Agenda Date: 4/8/2024

Agenda Item Request:

National Crime Victims' Rights Week is April 21-27, 2024 and Victim Waiting Room Dedication Ceremony on April 23, 2024.

Background and Purpose of Request:

Requestor: Jacqueline Sartoris, District Attorney

Informational Report-No Action.

Lois Galgay Reckitt Room Dedication, Tuesday, April 23rd at 12:30pm, Rotunda

Victims' Rights Community Event, Thursday, April 25th at 10am-2pm in Lincoln Park

Funding Amount and Source:

Lois Galgay Reckitt Room - There is no funding beyond the regular budget. We anticipate incidental expenses to furnish such a small room will be culled from our existing funds.

Victims' Rights Community Event - The City has waived many of the permit fees for the event. No additional funding should be necessary beyond our existing budget.



TO:	Board of County Commissioners
FROM:	District Attorney Jacqueline Sartoris
DATE:	April 1, 2024
SUBJECT:	Invitation to Dedication of Lois Galgay Reckitt Room, Victims' Rights Community Event

Requested Action:

Informational Report-No Action

Background & Purpose of Request:

National Crime Victims' Rights Week is April 21-27, 2024. The Cumberland County DA's Office is commemorating this important awareness week by hosting a dedication of our office's first Victim Witness Waiting Room and a Victims' Rights Community Event to encourage members of the community to learn how to help survivors.

This National Crime Victims' Rights Week, the Cumberland County DA's Office is partnering with the Portland Police Department and local service providers to share information about the options and services available for crime survivors by holding a Victims' Rights Community Event on Thursday, April 25th at 10am-2pm in Lincoln Park. The Victims' Rights Community Event in Lincoln Park is open to the public.

The Cumberland County DA's Office is also honoring one of Maine's most notable and fierce advocates for justice for victims, Lois Galgay Reckitt, by dedicating the new Victim Witness Waiting room to her. The dedication ceremony will take place on Tuesday, April 23rd at 12:30pm in the Rotunda. Light refreshments will be provided. We hope that you are able to join us.

Funding Amount and Source:

Lois Galgay Reckitt Room - There is no funding beyond the regular budget. We anticipate incidental expenses to furnish such a small room will be culled from our existing funds.

Victims' Rights Community Event - The City has waived many of the permit fees for the event. No additional funding should be necessary beyond our existing budget.

Effective Date:

Lois Galgay Reckitt Room Dedication, Tuesday, April 23rd at 12:30pm, Rotunda

Victims' Rights Community Event, Thursday, April 25th at 10am-2pm in Lincoln Park

Attachments:

(Please list out any Attachments you're including) N/A

Rev. 2023 Page | 1



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: 24-031 **Agenda Date**: 4/8/2024 **Agenda #**:

Agenda Item Request:

Authorization for the submission of an AKC Reunite Grant Application for the replacement of a Sheriff's Office K9.

Background and Purpose of Request:

Requestor: Craig Smith, Sheriff's Office

Obtain funds to assist in the replacement of a recently retired Sheriff's Office K9.

Presentation: No

Funding Amount and Source:

Grant of \$7,500 with a match of \$2,500 coming from existing budgeted funds.





Administrative Regulations

Appendix G1- Grant Authorization Form

STEP 1- (to be filled out by Project Manager)
New Completed Request Continuation Amendment to Grant Initial Notification
Materials to follow
ATTACH A COPY OF GRANT APPLICATION WITH DETAILED BUDGET.
Name of Grant: AKC Reunite
Department requesting grant: Country Sheritt
Department requesting grant: Comber Land County Shertiff Project Manager: Crais Smith Briefly state purpose: Obtain find to Assist in Replacing K-9
Briefly state purpose: Whan town 900 A 99 65 (N) ILL PLACING K
Proposed grant time period: ZoZ4
Match required? \$ 2500
Money in your budget? If so, where? Ues, 06-6911
Long Term Budget Cost? Yes/No Approximate Annual Budget Impact? Al Red bodgeted
Department Director signature:
Turn into County Treasurer.
STEP 2- (to be filled out by County Treasurer)
1. Is everything in order?YES/NO
2. Funding Proposal acceptable?YES/NO
3. Unique identifier assigned to grant (for tracking purposes only):
Signature of County Treasurer Date:
Forward to Grant Oversight Committee

STEP 3

114 CUMBERLAND COUNTY GOVERNMENT

EXECUTIVE DEPARTMENT

All-			
Cumberland Count	O attached to the same of the	ative Regulations	
Approved to comm	ence with the application pro	ocess	
Or			
Needs Commission	er review and acceptance to	submit	
_			
	County Manager	Date	
If the grant is awarded, you m	ust submit award letter and o	contract to the County Mana	ger. Go to STEP 4
STEP 4			
The Grant has been awarded.	You are authorized to comm	nence with the scope of the g	rant received
			<u></u>
	County Manager	Date	



CUMBERLAND COUNTY SHERIFF'S OFFICE

Kevin J. Joyce
 SHERIFF

 Naldo S. Gagnon CHIEF DEPUTY

36 County Way, Portland, Maine 04102

phone (207)774-1444 - fax (207)828-2373

March 15, 2024

To:

Alex Kimball, County Treasurer

From:

Captain Craig C. Smith

Subject:

Additional information for K-9 grant

The purpose of applying for the grant is to mitigate a large portion of the cost in purchasing a new K-9 to replace a K-9 that was retired. (Sergeant Mailman/K-9 Murphy) This was not expected and thus no funding was included in the 2023-2024 budget. The cost of a new K-9 is believed to be \$10,000.00. If the grant is approved for \$7,500.00 it would leave a remaining balance of \$2500.00 which I am told could be paid from the existing K-9 budget (06-6911.)









AKC REUNITE ADOPT A K-9 COP MATCHING GRANT GUIDELINES AND APPLICATION 2024



AKC REUNITE ADOPT A K-9 COP MATCHING GRANT PROGRAM

AKC Reunite is working with AKC Clubs to donate K-9 police dogs to police departments around the United States. Many police department K-9 units are suffering budget cuts and they are unable to solicit money due to town and municipality codes. The donations from AKC Reunite and AKC Clubs allow the police department's need for a new K-9 to become a reality. AKC Reunite will match the funds raised by AKC Clubs three to one, not exceeding \$7,500. A maximum of one grant per department and a total of 200 grants will be awarded in 2024.

APPLICATION OVERVIEW:

- Applicant must be a qualified Police Department
- Applicant must work with an American Kennel Club ("AKC") member or licensed club(s) to raise funds for the K-9.
- Applicant must agree to display the AKC Reunite logo on the K9 unit vehicle(s).
- Applicant must not have previously been awarded a grant through AKC Reunite in the same year.
- AKC Reunite's contribution shall not exceed the lesser of 75% of the total cost or \$7,500.

APPLICATION INSTRUCTIONS:

- Applications must be in writing on the designated form or in the approximate format provided. Do
 not remove or omit any of the application's questions. If a question is not applicable to your
 organization, please answer with N/A.
- To apply, submit the following application in a hard-copy format (Sections A, B, C D and E) Emailed versions are acceptable in portable document format (PDF) form only. Do not fax the grant application.
- Retain one copy of the application for your records. Multiple copies, videotapes or other attachments will not be accepted.
- Do not bind the application with staples or folders or put into binders, as we must be able to separate and copy the application. Paper clips and binder clips are permitted.
- You will be contacted by telephone or email if there are any discrepancies or concerns regarding the application.
- Applicants will receive a Grant Follow Up email from AKC REUNITE annually.

Applications can be sent to:

Megan Trierweiler – Programs Manager AKC Reunite 8051 Arco Corporate Drive, Suite 200 Raleigh, NC 27617

relief@akcreunite.org phone: 919-816-3980 fax: 919-816-3828

Page 1 of 4



AKC REUNITE ADOPT A K-9 COP MATCHING GRANT GUIDELINES AND APPLICATION



Please type or print clearly. Please complete all sections. If a section is not applicable to your organization, answer with N/A.

Section A: GENERAL INFORMATION

 Date of Application: 01-25-2 	1.	Date	of	App	lication:	01	-25-	-24
--	----	------	----	-----	-----------	----	------	-----

- 2. Department Name: Cumberland County Sheriff's Office
- 3. Mailing Address: 36 County Way Portland, Maine 04102

Web Site: Cumberland countyso.org

Email: <u>Tufts@cumberlandcounty.org</u> Phone Number: 207-774-1444

4. Department Leader: Kerry Joyce

Title: Captain

Email:kjoyce@cumberlandcounty.org Phone Number: 207-318-1006

5. Primary Grant Application Contact Person (if other than above):

Name: Matthew Tufts Title: Sergeant

Mailing Address: 36 County Way Portland, Me. 04102

Email: Tufts@cumberlandcounty.org Phone Number: 207-576-3772 Cell

6. Federal Tax ID# (EIN): 01-6000004

7. Tax-exempt status:

8. Has your department received any previous support from The American Kennel Club or AKC Reunite? List the specific year(s) and please explain.

No we have not

9. Territory or area served: Cumberland County Maine and any surrounding agency outside of our county who needs a K9.

Section	B: SPONSORING CLUB INFORMATION
1.	Sponsoring AKC Club(s): USPCA Region 9
2.	Primary Club Grant Contact: Mark Darnell
	Mailing Address:
	Email: K9grantapplication@gmail.com Phone Number:

Section C: K-9 PROGRAM DESCRIPTION

1. Please describe the department's K-9 Officer program:

The Cumberland County Sheriff's Office recently had an unexpected retirement of one of our dual purpose K-9's. Due to this retirement we are looking to replace this K-9 as he was a major component to our K-9 Unit. The Cumberland County Sheriff's Office covers approximately 1,217 sq/miles and serves approximately 305,000 people which increases dramatically during the summer time with out of state tourism. Last year our K-9 unit had just under 300 calls for service. The Cumberland County Sheriff's Office K-9 Unit not only serves our County but surrounding Counties/Agencies as well, when the calls come in. The K-9 that we choose will potentially be attached to our County's Regional Tactical Team as well to help with high risk situations/deployments.

It is our hope that the Cumberland County Sheriff's Office can secure the funds needed to purchase a suitable K9 to serve Cumberland County residents as well as the surrounding counties and agencies.

The Cumberland County Sheriff's Office agrees to display a AKC Reunite logo on the K9 unit vehicle.

The Cumberland County Sheriff's Office agrees to notify AKC Reunite once the K-9 is purchased.

2. What is your target price for a K-9? The target price for a dual purpose Patrol K9 is \$10,000

Section D: CERTIFICATION

All of the statements I have made in this application are true and accurate.

Signature:

Name: Matthew Tufts

Title: Sergeant

Organization: Cumberland County Sheriff's Office K-9 Unit

Date: 3-13-24

Section E: ATTACHMENTS AND AGREEMENTS

Please include the following documentation/confirmation with your application:

Completed W-9

Proof of 501(c)(3) status, if applicable.

Agreement to display the AKC Reunite logo on the K9 unit vehicle(s).

Agreement to notify AKC Reunite once K-9 is purchased.

Form (Rev. October 2018)
Department of the Treesury

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest informatio

Give Form to the requester. Do not send to the IRS.

a warres	Revenue Service Go to www.iis.gov/Foritives for the		or muoni	ııdu	1011.			Ц				
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Form **W-9** (Rev. 10-2018)



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: 24-032 Agenda Date: 4/8/2024

Agenda Item Request:

Authorization of the Law Enforcement & Marine Conservation Services - Marine Patrol & Marine Conservation Contract between the Cumberland County Sheriff's Office, Board of County Commissioners and the Town of Harpswell from April 1, 2024 - March 31, 2025.

Background and Purpose of Request:

Requestor: [Courtney George, LEC]

Approve the \$250,035.12 Marine Patrol Service contract with the town of HARPSWELL.

Presentation: [Yes or No]
Funding Amount and Source:
\$250,035.12 Town of Harpswell
Effective Date if Applicable:
04-01-2024 to 03-31-2025

POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners			
FROM:	Captain Kerry Joyce			
DATE:	4/01/2024			
SUBJECT:	SUBJECT: Sheriff Harpswell Marine Patrol Contract			

Requested Action:

Approve the \$250,035.12 Marine Patrol Service contract with the town of HARPSWELL.

Background & Purpose of Request:

The town of Harpswell would receive Marine Patrol service from the Sheriff's Office starting April 1, 2024 and ending on March 31, 2025.

Funding Amount and Source:

Credit received.

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

• Harpswell Marine Patrol Contract

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

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

HARPSWELL- MARINE PATROL

04/01/2024 TO 03/31/2025

AGREEMENT FOR LAW ENFORCEMENT & MARINE CONSERVATION SERVICES - MARINE PATROL & MARINE CONSERVATION - BY AND BETWEEN THE CUMBERLAND COUNTY SHERIFF'S OFFICE, BOARD OF COUNTY COMMISSIONERS AND THE TOWN OF HARPSWELL.

This Contract, effective the first day of April 2024, is made by and between Harpswell, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), the County of Cumberland (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a Constitutional Officer of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the town limits of Harpswell, Cumberland County, Maine.

WITNESSETH:

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

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

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

WHEREAS, the TOWN is desirous of obtaining its marine patrol and certain marine conservation services through a contractual relationship with the COUNTY.

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

ARTICLE 1-DEFINITIONS

- 1.1 For the purposes of this Contract, the following terms shall have the respective meanings hereinafter set forth:
- A. Marine Conservation Services shall include but not be limited to the execution and oversight of such conservation-oriented services and activities as water testing, supervision of clam seeding, efforts to limit green crab predation and other endeavors designed to preserve and enhance the marine resource and the marine environment.

- B. The workload shall be monitored and coordinated through the Patrol Captain who will work with the Town Administrator to assure the workload is appropriate to achieve the tasks asked of the Marine Wardens.
- C. Marine Patrol Deputy shall mean an individual who is appointed by the SHERIFF in accordance with 30-A M.R.S.A §381, has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and perform the duties and responsibilities as set forth in Article 2 of this Contract, and who meets the State requirements for Shellfish Conservation Wardens and has completed any necessary boat handling courses.
- D. Service shall mean comprehensive law enforcement services provided with a focus on Municipal Shellfish Program Enforcement for a total of 80 (eighty) hours a week, beginning April 1st, 2024.

ARTICLE 2- LEVELS OF SERVICE

2.1 Marine Patrol Services.

- A. The SHERIFF shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional marine patrol services within and throughout the TOWN to the extent and in the manner herein described.
- B. The SHERIFF shall assign personnel to provide the level of professional marine patrol services and certain marine conservation 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.
 - I. The SHERIFF shall provide to the TOWN the equivalent of two (2) full time Marine Patrol Deputies all of whom are law enforcement officers certified by the Maine Criminal Justice Academy and who meet the State requirements for Shellfish Conservation Wardens and have completed any necessary boat handling courses.
 - 2. The SHERIFF shall provide to the Town coverage for low and high tide enforcement of the Harpswell Municipal Shellfish Program 7 days a week, except when Deputies have activities that require both Deputies to complete the activity on a specific day. The Marine Patrol Deputies will work four (4) ten hour shifts each (40 hours per week). The two deputies' work schedules will change in accordance with the tides.
 - 3. Should both Marine Patrol Deputies be simultaneously out for one (I) full week or more, one of the vacant positions will be filled by the SHERIFF for that period of time. If the SHERIFF is unable to fill the vacancy, the TOWN shall be reimbursed for same. If the vacancy is as a result of the employee being on approved FMLA leave, reimbursement will commence after 12-weeks. Should both Marine Patrol Deputies be out for less than one week, the SHERIFF will not fill either position.
 - 4. When the Marine Patrol Deputy is not working the clam-flats in a manner deemed productive by the Marine Patrol Deputy he/ she will patrol the intertidal water of the town enforcing conservation closures enacted by the town. He/she will also be available for general law enforcement duties when available.)

5. The Marine Patrol Deputies will be charged with providing water quality sampling and assisting in clam flat survey(s). To the extent that clam-flat surveys are being performed, in conjunction with the Harpswell Marine Resource Committee, the coverage of seven (7) tides may be affected.

Additionally, when the deputy(ies) are conducting conservation duties as listed in section 1.1.A; clam-flat surveys, boat patrol and tide coverage could be affected.

- 6. The Marine Patrol Deputies shall record in Spillman, and provide to the town on a quarterly basis, a log indicating dates and times of boat usage as well as locations patrolled by the boat. Patrol by boat may include the Town of Harpswell Harbormaster as operator of the boat accompanied by one Marine Patrol Deputy.
- 7. A boat patrol shall be scheduled to meet the needs of the program, and shall be executed, weather permitting; At all other times of year, the boat may be used on a random basis, weather permitting; and pursuant to contract, the Marine Patrol Deputies shall record in Spillman, and provide to the Town on a quarterly basis, a log indicating dates and times of boat usage as well as locations patrolled by boat.
- C. Law enforcement services shall encompass all those duties and functions of the type coming within the jurisdiction of, and customarily provided by, municipal police departments.
- D. While contracted to provide marine patrol services, Marine Patrol Deputies will enforce all applicable Harpswell Town Ordinances, and Statutes of the State of Maine. Performance of all duties of deputy sheriffs shall be in accordance with Cumberland County Sheriffs Office General Orders.
- F. All Marine Patrol Deputies assigned to the TOWN shall remain within the town during the regularly assigned patrol shift.
- G. In the event of an emergency response call and/or an exigent circumstance arises, Marine Patrol Deputies assigned to the TOWN will perform services in a similar way to that of a police department assisting under a mutual aid agreement.

2.3 Administrative

Responsibilities.

- A. The two (2) Marine Patrol Deputies will perform all duties and responsibilities consistent with the Cumberland County Sheriff's Office General Orders and this Contract, under the direction of the SHERIFF.
- B. The SHERIFF shall consult with the TOWN a minimum of fourteen (14) days prior to permanent assignment of any deputy to Harpswell or permanent re-assignment of any Marine Patrol Deputy out of Harpswell. "Permanent" shall be considered any period of time exceeding sixty (60) calendar days.
- C. The SHERIFF shall make all decisions regarding hiring and firing of the Marine Patrol Deputies, provided, however, that the SHERIFF shall replace the Marine Patrol Deputies assigned to the TOWN only with individuals meeting the qualifications specified in this Contract and provided further that the SHERIFF shall not terminate a deputy's employment before making provision for replacement of the

Marine Patrol Deputy.

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

2.4 Processing of Evidence.

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

ARTICLE 3 -OTHER RESPONSIBILITIES

3.1 Employment: Right of Control.

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

3.2 Assignment of Law Enforcement.

A. The TOWN does hereby vest in each Marine Patrol Deputy, 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 SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such Marine Patrol Deputy. Every sworn Marine Patrol Deputy of the COUNTY so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be a sworn officer of TOWN while performing such services, duties, and responsibilities which constitute municipal functions and are within the scope of this Contract. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.

3.3 Sheriff's General Orders.

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

ARTICLE 4- TOWN OF HARPSWELL RESPONSIBILITIES

4.1 Boat.

A. The TOWN agrees to provide, maintain and keep in good repair a boat that will be used by the Marine Patrol Deputies.

4.2 Town's Ordinances.

A. The TOWN shall provide to the SHERIFF two (2) copies of Harpswell Town Code of Ordinances as adopted with revisions as enacted.

ARTICLE 5- COSTS

5.1 The total amount due for all marine patrol services for subsequent years shall be based upon the proposal submitted by the Sheriff during the TOWN's budget process to be approved by the Selectmen. The total amount due for all services beginning April 1, 2024, through March 31, 2025, shall be

Two hundred fifty thousand, thirty-five dollars and twelve cents (\$250,035.12) spread over a 12-month period for costs incurred by the COUNTY as described in Attachment A of this Contract.

- 5.2 The TOWN shall make payment in equal installments on a monthly basis. The first installment shall be due April 1, 2024; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.
- 5.3 The SHERIFF agrees that the Marine Patrol Deputies providing the services to the TOWN shall be employees 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 employees because of injury or sickness arising out of his or her employment.
- 5.4 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

ARTICLE 6- ADDITIONAL PERSONNEL

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

ARTICLE 7 -REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 8-AUDIT OF RECORDS

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

ARTICLE 9 -STANDARD OF PERFORMANCE

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

ARTICLE 10-ARBITRATION

- 10.1 In the event of a dispute between parties, either party may request arbitration to resolve such disputes and may refer the disputed matter to an arbitration panel. Such election for arbitration shall be conclusively evidenced by the filing of a written demand for the arbitration with the opposing party. This demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made when institution of legal or equitable proceedings based on such claims, dispute, or other matter in question would be barred by the applicable statute of limitations. A written demand for arbitration shall also set forth the name of the complaining party's representative to the arbitration panel, as defined below.
- 10.2 The arbitration panel shall consist of the following members: a representative of the TOWN appointed by the Selectmen, a representative of the COUNTY appointed by the County Commissioners, and a third member to be selected by the two members previously mentioned; except that, if the representative of the parties cannot agree on a third member within ten (10) days of the appointment of the last of them, either one may request the American Arbitration Association to appoint said third member and the selection of the American Arbitration Association shall be binding on both parties.
- 10.3 Once the party has sent the other party a written demand for arbitration, the other party must appoint its representative within ten (10) days of receipt of said demand for arbitration and must give notice of its decision to the other party within same period of time.
- 10.4 The two representatives so appointed to the arbitration panel shall select a third member of their panel as provided in paragraph 10.2 above.
- 10.5 The claim, dispute or other matter shall be submitted to the full arbitration panel after appointment of the third member and the panel shall render its decision within thirty (30) days from the close of the hearing.
- 10.6 All costs of the arbitration shall he borne equally by both parties.
- 10.7 The decision of the arbitrators shall be final and conclusive between both parties.

ARTICLE 11- INDEMNITY

- 11.1 The COUNTY agrees to indemnify and hold harmless the TOWN from any and all liability, loss or damage that the TOWN may suffer as a result of claims, demands, costs or judgments against it arising out of the SHERIFF's performance or failure to perform any of the obligations set forth in this contract. The COUNTY further agrees to defend any claims brought or actions filed against the TOWN with respect to the SHERIFF's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.
- 11.2 The TOWN agrees to indemnify and hold harmless the COUNTY and SHERIFF from any and all liability, loss or damage that the COUNTY and SHERIFF may suffer as a result of claims, demands, costs or judgments against it arising out of the 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 and SHERIFF with respect to the TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.
- 11.3 Neither the TOWN, COUNTY or SHERIFF waive any defenses the parties may have under the Maine Tort Claims Act.

ARTICLE 12-TERM

- 12.1 This Contract shall remain in full force and effect commencing April 1, 2024, and ending March 31, 2025, all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.
- 12.2 The terms and conditions of this Contract are contingent upon the approval of the elected Sheriff and the Chairman of the Cumberland County Commissioners.
- 12.3 In the absence of a notice of termination in accordance with Article 13, this Contract shall automatically renew annually subject to the budget proposal by the SHERIFF and subsequent appropriation of the funds required and approval by the TOWN.

ARTICLE 13- TERMINATION

13.1 The TOWN or the COUNTY may terminate this Contract with or without cause upon written notice to the other party of this Contract; provided, however, that notice of such termination shall not be effective until after receipt of a ninety (90) day written notice. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the Town Administrator. In the event, the Town Selectmen establishes a police department; the SHERIFF and the TOWN agree there will be no lapse in law enforcement services.

ARTICLE 14- EXTENSION

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

ARTICLE 15-TRANSITION

- 15.1 In the event of the termination or expiration of this Contract, the SHERIFF and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the Sheriff's Office to another law enforcement agency, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.
- 15.2 In the event of termination or upon expiration of this Contract, the TOWN shall have the option to purchase from the COUNTY and SHERIFF any equipment, fixtures, and furnishings furnished by the COUNTY and SHERIFF to perform the services provided under this Contract. The purchase price shall be determined by mutual Contract of the parties as to the fair-market value of such equipment, fixtures, and furnishings.

ARTICLE 16-AUTHORITY TO EXECUTE AND ENFORCE

- 16.1 The Chairperson of the Cumberland County Commissioners, by his/her execution hereof, does hereby represent to the 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.
- 16.2 The SHERIFF, by his/her execution hereof, does hereby represent to the TOWN that he/she only has administrative powers to enforce this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.
- 16.3 The Chairperson of the Town Selectmen, by his/her execution hereof, does represent to the Sheriff and Chairman of the Cumberland County Commissioners that he/she has full power and authority to make and execute this Contract on behalf of the TOWN.
- 16.4 Nothing herein contained is any way contrary to or in contravention of the TOWN or the laws of the State of Maine.

ARTICLE 17- COMMUNICATIONS

17.1 All communications supporting Law Enforcement and Detention operations will be provided by the CCRCC (Cumberland County Regional Communication Center).

ARTICLE 18- ENTIRE AGREEMENT

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

ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

19.1 Vehicle: The contracting town agrees to replace all cruisers on a four year cycle or at one hundred twenty thousand accumulated miles. The mileage will be estimated at the expiration date of the contract (i.e. vehicle has 115,000 miles at the maturity date of the contract and it is expected that the cruiser will accumulate additional mileage well beyond the 120,000 miles based on previous use, the town agrees to replace the vehicle). Exceptions to the agreement would be as follows; if the vehicle has sustained an excessive unsafe amount of damage which would bring the vehicle's safety and the safety of the operator into question or if the need for vehicle replacement occurs within ninety (90) days of the end of the term of this Contract where either party has provided notice to terminate under Article 13. This would include. but is not limited to, mechanical, body or frame defects or damage to the vehicle that would cause the vehicle to be deemed unsafe to use as an emergency vehicle. This would be subject to a written formal opinion from a Certified Mechanic or Certified Auto Body Technician. If, in the opinion of one or both of these expelts, the vehicle is deemed to be unsafe for use as an emergency vehicle, then the vehicle or equipment would be required to be replaced by the contracting town before the afore mentioned year and mileage parameters are met. The contracting town would agree to absorb the cost associated with the replacement of the vehicle and any additional damaged equipment at the time that the vehicle or equipment has been determined to be damaged or unsafe.

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

List of required equipment:

- All emergency lighting, siren and related equipment
- Interior protective cage/screens
 Laptop computer and stand
- Scanner
 Printer

Emergency radios (Mobile and Portable)

- Push bumper/ guard
- Radar
- AR-15 Rifle
- 12 gauge Shotgun
 Rifle and shotgun securing mounts
- First aid kit
 Body Worn Camera
 Pursuit Spike Mat
 Self- inflating life vest

IN WITNESS WHEREOF, the TOWN OF HARPSWELL, by order duly adopted by its Town Selectmen has caused this Contract to be signed by the Town Selectmen and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the Chairperson of said Board 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 COUNTY OF CUMBERLAND IN THE PRESENCE OF BY: CHAIRPERSON COUNTY COMMISSIONERS DATE: SIGNED, SEALED AND DELIVERED COUNTY OF CUMBERLAND IN THE PRESENCE OF BY: KEVIN J. JOYCE SIGNED, SEALED AND DELIVERED TOWN OF HARPSWELL IN THE PRESENCE OF ATTEST: COUNTY MANAGER/CLERK DATE:

Office of the Sheriff Cumberland County 36 County Way Portland, ME 04102-2765 (207) 774-1444



Kevin Joyce Sheriff

Brian Pellerin Chief Deputy DRAFT 08/08/2023

HARPSWELL CONTRACT- MARINE PATROL FROM 41/2024 TO 3/31/2025

	IOM WULLET TO MSULUZO	
	PERSONNEL COSTS	
	\$31.29	\$65,083.20
		\$71,408.40
		\$4,094.60
то	TAL SALARY	\$140,594.29
i Tible (at overtime)		
ID VACATION	Aug \$50.69	\$5,069,15
0 HOLIDAYS		\$0.00
D PERSONAL		\$0.00
D SICK		\$0.00
70	TAL COMP COSTS	\$5,069.18
T COSTS:		
5% SOCIAL SECURITY	•	\$11,142,49
8% WORKERS COMP		\$4,923,09
50% RETIREMENT		\$16,895.80
HEALTH INSURANCE	Œ	39,956.72
701	TAL FRINGE COSTS	\$72,918.09
(OTHER FIXED COSTS	
		\$4,369.60
		\$1,000.00
		\$1,040,00
TOTAL OTHER FIX	ED COSTS	\$6,409.60
C	PERATIONAL COSTS	
UNIFORMS		\$2,200.00
AIR CARDS FOR CO	OMPUTER- (\$48 per month)	\$1,104.00
TIRES FOR VEHICL	£	\$1,510,00
3.36 FUEL OIL, GASOLIN	E	\$13,440.00
MAINTENANCE VEI	HICLE	\$3,000.00
BODY WORN CAME	ERA GOV GRANT FUNDED	\$0.00
00.00 TASER 7		\$1,200.00
EQUIPMENT/TRAIN	ing	\$2,600.00
	**** *****	
TOTAL OPERATION	WE COSIS:	\$25,054.00
	UTY Yankowski UTY McGee '2024 estimated COLA 4.0' TO N TIME (at overtime) ID VACATION ID HOLIDAYS ID PERSONAL ID SICK TO T COSTS: IS% SOCIAL SECURITY IS% WORKERS COMP IS WORKERS COMP IS WORKERS COMP IN CONTRACT SUPER ID VEHICLE INSURAN ID	PERSONNEL COSTS UTY Yankowski \$31.29 UTY MoGee \$34.33 ' 2024 estimated COLA 4.0% TOTAL SALARY IN TIME (at overtime) ID VACATION AND \$50.69 ID HOLIDAYS ID PERSONAL ID SICK TOTAL COMP COSTS IT COSTS: IEX SOCIAL SECURITY IEX WORKERS COMP IOWARD FOR COSTS OTHER FIXED COSTS OTHER FIXED COSTS OTHER FIXED COSTS OPERATIONAL COSTS UNIFORMS AIR CARDS FOR COMPUTER- (\$46 per month) TIRES FOR VEHICLE BODY WORN CAMERA GOV GRANT FUNDED OD.00 TASER 7



142 Federal St Portland, ME 04101

Position Paper

File #: 24-033 Agenda Date: 4/8/2024

Agenda Item Request:

Authorization of the Law Enforcement Services Contract between Cumberland County Sheriff's Office, Board of County Commissioners and the Town of Harpswell from April 1, 2024 to March 31, 2025.

Background and Purpose of Request:

The town of Harpswell would receive Law Enforcement service from the Sheriff's Office starting April 1, 2024 and ending on March 31, 2025.

Requestor: [Courtney George, LEC]

Presentation: [Yes or No]
Funding Amount and Source:
\$519,482.43 Town of Harpswell
Effective Date if Applicable:

April 1, 2024 and ending on March 31, 2025

POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	4/01/2024
SUBJECT:	Sheriff Law Enforcement Harpswell Contract

Requested Action:

Approve the \$519,482.43 Police Service contract with the town of HARPSWELL.

Background & Purpose of Request:

The town of Harpswell would receive Law Enforcement service from the Sheriff's Office starting April 1, 2024 and ending on March 31, 2025.

Funding Amount and Source:

Credit received.

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

• Harpswell Law Enforcement Contract

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

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

HARPSWELL – PATROL

04/01/2024 to 03/31/2025

AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN THE CUMBERLAND COUNTY SHERIFF'S OFFICE, BOARD OF COUNTY COMMISSIONERS AND THE TOWN OF HARPSWELL

This Contract, effective the first day of April 2024, is made by and between Harpswell, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), the County of Cumberland (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a Constitutional Officer of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the town limits of Harpswell, Cumberland County, Maine.

WITNESSETH:

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

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

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

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

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

ARTICLE 1 – DEFINITIONS

- 1.1 For the purposes of this Contract, the following terms shall have the respective meanings hereinafter set forth:
- A. Deputy Sheriff shall mean an individual who is appointed by the SHERIFF in accordance with 30-A M.R.S.A §381, and who has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and perform the duties and responsibilities as set forth in Article 2 of this Contract.
- B. Patrol Unit shall mean one staffed, marked patrol car and all standard equipment as defined by the Cumberland County Sheriff's Office General Orders.
- C. Each contract Deputy Sheriff will work forty hours in a scheduled workweek.
- D. Substation shall mean a subsidiary or branch station of the Cumberland County Sheriff's Office.

ARTICLE 2 - LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services.

- A. The SHERIFF shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional law enforcement services within and throughout the TOWN to the extent and in the manner herein described.
- B. The SHERIFF shall assign personnel to provide the level of professional law enforcement services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto.
 - 1. The SHERIFF shall provide to the Town the equivalent of 3 full time deputy sheriffs all of whom are certified law enforcement officers by the Maine Criminal Justice Academy.
 - 2. All vacant shifts will be filled.
- C. Law enforcement services shall encompass all those duties and functions of the type coming within the jurisdiction of, and customarily provided by, municipal police departments.
- D. While contracted to provide law enforcement services, deputy sheriffs will enforce Harpswell Town Ordinances that are applicable within the TOWN, and Statutes of the State of Maine. Performance of all duties of deputy sheriffs shall be in accordance with Cumberland County Sheriff's Office General Orders.
- E. When necessary, the SHERIFF shall additionally provide to the TOWN, at no additional cost, the following expertise and services:

- a. Traffic Crash Investigations/Reconstruction;
- b. Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations, and Collection of Evidence);
- c. Prisoner and Jail Services;
- d. Records Retention;
- e. Civil Service Officers;
- f. Patrol and Detection Canine Support;
- g. Emergency Services Unit (ESU);
- h. Law Enforcement Training Section;
- i. Task Force Personnel;
- j. Crime Prevention;
- k. Police Service Activities and Volunteers:
- 1. Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victims);
- m. Dive Team;
- n. Administrative Investigations (Internal Affairs) for the Cumberland County Sheriff's Office;
- o. Any other such units or services as the Cumberland County Sheriff's Office may provide normally.
- F. All deputies assigned to the TOWN shall remain within the town during the regularly assigned patrol shift.
- G. In the event of an emergency response call and/or an exigent circumstance arises, deputies assigned to the TOWN will perform services in a similar way to that of a police department assisting under a mutual aid agreement.
- H. Vehicles, Supplies, Equipment and Office Furniture:
 - 1. The COUNTY shall provide marked patrol units. Each marked patrol unit shall prominently display on the exterior the indicia of both the Cumberland County Sheriff's Office and the Town of Harpswell. All other vehicular markings, decals, bumper stickers, slogans, etc. are expressly prohibited without approval from the TOWN. The TOWN agrees that all equipment used by the deputies will be issued through the SHERIFF's office for assignment. The TOWN agrees that all requests made by the deputies to the TOWN pertaining to equipment, schooling, work schedule, etc. will be referred to the administrators of the SHERIFF's Office for approval.

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

2.2 Administrative Responsibilities.

- A. The three (3) deputy sheriffs will perform all duties and responsibilities consistent with the Cumberland County Sheriff's Office General Orders and this Contract, under the direction of the SHERIFF.
- B. The Chief Deputy or his designee shall notify the Town Administrator in a timely manner of any major/significant crimes or incidents, unusual occurrences, or emergencies that occur within the TOWN.
- C. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to the TOWN on a monthly basis by the SHERIFF.
- D. The SHERIFF shall provide to the TOWN written reports in accordance with the following schedule:

Report

- schedule for deputies assigned to Harpswell
- monthly categorical summary of calls for service
- monthly summary of moving traffic stops
 With distinction between warnings and summons
- copies of all operational policies and procedures
- copies of approved collective bargaining agreements which pertain to deputies assigned to Harpswell
- summary of pending criminal cases to include each case's status in the judicial system

Date

as prepared

15th of following month

15th of following month within 15 days of approval by the Sheriff within 15 days of final ratification by all parties

when retrievable by computer

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

2.3 Processing of Evidence.

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

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment: Right of Control.

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

3.2 Assignment of Law Enforcement.

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

3.3 Sheriff's General Orders.

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

ARTICLE 4 – TOWN OF HARPSWELL RESPONSIBILITIES

4.1 Office Space.

- A. 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 substation. The COUNTY shall maintain the substation in a clean condition, free from debris, with normal use excepted. In the event the COUNTY, its employees, or appointees destroy, deface, damage, impair, or remove any part of the substation, the COUNTY will be responsible, to the extent permitted by law, for repairing or replacing such property.
- B. Future space planning shall be coordinated with the COUNTY and the TOWN.

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

4.2 Town's Ordinances.

A. The TOWN shall provide to the SHERIFF two (2) copies of the Harpswell Town Code of Ordinances as adopted, with revisions, as enacted.

ARTICLE 5 - COSTS

5.1 The total amount due for all law enforcement services for subsequent years shall be based upon the proposal submitted by the Sheriff during the TOWN's budget process to be approved by the Town Selectmen. The total amount due for all services beginning April 1, 2024, through March 31, 2025, shall be

Five hundred nineteen thousand, four hundred eighty-two dollars and fourty-three cents, (\$519,482.43) and spread over a 12-month period for costs incurred by the COUNTY as described in this Contract.

- 5.2 The TOWN shall make payment in equal installments on a monthly basis. The first installment shall be due **April 1, 2024**; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.
- 5.3 The SHERIFF agrees that the deputy or deputies providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.
- 5.4 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

ARTICLE 6 – ADDITIONAL PERSONNEL

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

ARTICLE 7 - REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 8 – AUDIT OF RECORDS

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

ARTICLE 9 - STANDARD OF PERFORMANCE

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

ARTICLE 10 – ARBITRATION

- 10.1 In the event of a dispute between parties, either party may request arbitration to resolve such disputes and may refer the disputed matter to an arbitration panel. Such election for arbitration shall be conclusively evidenced by the filing of a written demand for the arbitration with the opposing party. This demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made when institution of legal or equitable proceedings based on such claims, dispute, or other matter in question would be barred by the applicable statute of limitations. A written demand for arbitration shall also set forth the name of the complaining party's representative to the arbitration panel, as defined below.
- 10.2 The arbitration panel shall consist of the following members: a representative of the TOWN appointed by the Selectmen, a representative of the COUNTY appointed by the County Commissioners, and a third member to be selected by the two members previously mentioned. If the representatives of the parties cannot agree on a third member within ten (10) days of the appointment of the last of them, either one may request the American Arbitration Association to appoint said third member and the selection of the American Arbitration Association shall be binding on both parties.
- 10.3 Once the party has sent the other party a written demand for arbitration, the other party must appoint its representative within ten (10) days of receipt of said demand for arbitration and must give notice of its decision to the other party within same period of time.

- 10.4 The two representatives so appointed to the arbitration panel shall select a third member of their panel as provided in paragraph 10.2 above.
- 10.5 The claim, dispute, or other matter shall be submitted to the full arbitration panel after appointment of the third member and the panel shall render its decision within thirty (30) days from the close of the hearing.
- 10.6 All costs of the arbitration shall be borne equally by both parties.
- 10.7 The decision of the arbitrators shall be final and conclusive between both parties.

ARTICLE 11 - INDEMNITY

- 11.1 The COUNTY agrees to indemnify and hold harmless the TOWN from any and all liability, loss, or damage that the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising out of the SHERIFF's performance or failure to perform any of the obligations set forth in this Contract. The COUNTY further agrees to defend any claims brought or actions filed against the TOWN with respect to the SHERIFF's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.
- 11.2 The TOWN agrees to indemnify and hold harmless the COUNTY and SHERIFF from any and all liability, loss, or damage that the COUNTY and SHERIFF may suffer as a result of claims, demands, costs, or judgments against it arising out of the 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 and SHERIFF with respect to the TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.
- 11.3 Neither the TOWN, COUNTY, or SHERIFF waive any defenses the parties may have under the Maine Tort Claims Act.

ARTICLE 12 – TERM

- 12.1 This Contract shall remain in full force and effect commencing April 1, 2024, and ending March 31, 2025, all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.
- 12.2 The terms and conditions of this Contract are contingent upon the approval of the elected Sheriff and the Chairman of the Cumberland County Commissioners.
- 12.3 In the absence of a notice of termination in accordance with Article 13, this Contract shall automatically renew annually subject to the budget proposal by the SHERIFF and subsequent appropriation of the funds required and approval by the TOWN.

ARTICLE 13 – TERMINATION

13.1 The TOWN or the COUNTY may terminate this Contract with or without cause upon written notice to the other party of this Contract; provided, however, that notice of such termination shall not be effective until after receipt of a ninety (90) day written notice. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the Town Administrator. In the event, the Town Selectmen establishes a police department; the SHERIFF and the TOWN agree there will be no lapse in law enforcement services.

ARTICLE 14. - EXTENSION

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

ARTICLE 15 – TRANSITION

- 15.1 In the event of the termination or expiration of this Contract, the SHERIFF and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the Sheriff's Office to another law enforcement agency, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.
- 15.2 In the event of termination or upon expiration of this Contract, the TOWN shall have the option to purchase from the COUNTY and SHERIFF any equipment, fixtures, and furnishings furnished by the COUNTY and SHERIFF to perform the services provided under this Contract. The purchase price shall be determined by mutual Contract of the parties as to the fair-market value of such equipment, fixtures, and furnishings.

ARTICLE 16 - AUTHORITY TO EXECUTE AND ENFORCE

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

- 16.3 The Chairperson of the Town Selectmen, by his/her execution hereof, does represent to the Sheriff and Chairman of the Cumberland County Commissioners that he/she has full power and authority to make and execute this Contract on behalf of the TOWN.
- 16.4 Nothing herein contained is any way contrary to or in contravention of the laws of the State of Maine.

ARTICLE 17 – COMMUNICATIONS

17.1 All communications supporting Law Enforcement and Detention operations will be provided by the CCRCC (Cumberland County Regional Communication Center).

ARTICLE 18 – ENTIRE AGREEMENT

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

ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

19.1 Vehicle: The contracting town agrees to replace all cruisers on a four year cycle or at one hundred twenty thousand accumulated miles. The mileage will be estimated at the expiration date of the contract (i.e. vehicle has 115,000 miles at the maturity date of the contract and it is expected that the cruiser will accumulate additional mileage well beyond the 120,000 miles based on previous use, the town agrees to replace the vehicle). Exceptions to the agreement would be as follows: if the vehicle has sustained an excessive unsafe amount of damage which would bring the vehicles safety and the safety of the operator into question or if the need for vehicle replacement occurs within ninety (90) days of the end of the term of this Contract where either party has provided notice to terminate under Article 13. This would include, but is not limited to, mechanical, body or frame defects or damage to the vehicle that would cause the vehicle to be deemed unsafe to use as an emergency vehicle. This would be subject to a written formal opinion from a Certified Mechanic or Certified Auto Body Technician. If, in the opinion of one or both of these experts, the vehicle is deemed to be unsafe for use as an emergency vehicle, then the vehicle or equipment would be required to be replaced by the contracting town before the afore mentioned year and mileage parameters are met. The contracting town would agree to absorb the cost associated with the replacement of the vehicle and any additional damaged equipment at the time that the vehicle or equipment has been determined to be damaged or unsafe.

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

List of required equipment:

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

IN WITNESS WHEREOF, the TOWN OF HARPSWELL, by order duly adopted by its Town Selectmen has caused this Contract to be signed by the Town Selectmen and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the Chairperson of said Board 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, SE	ALED AND DELIVE	RED
IN THE PRE	SENCE OF:	COUNTY OF CUMBERLAND
		BY:
		CHAIRPERSON COUNTY COMMISSIONERS
		DATE:
SIGNED, SE	ALED AND DELIVE	RED
IN THE PRE	SENCE OF:	COUNTY OF CUMBERLAND
		BY:
		SHERIFF KEVIN J. JOYCE
		DATE: 4/1/24
SIGNED, SEA	ALED AND DELIVER	RED
IN THE PRES	SENCE OF:	TOWN OF HARPSWELL
		BY: Krist K. Cin
		DATE: 3/24/24
ATTEST:	COUNTY MANAGE	ER/CLERK
	DATE:	

Office of the Sheriff Cumberland County 38 County Way Portland, ME 04102-2755 (207) 774-1444



Kevin Joyce Sheriff

Brian Pellerin Chief Deputy DRAFT 97/8/2023

HARPSWELL CONTRACT

			FROM 4/1/20	024 TO 3/31/2025		
-		AND THE PERSON	PERSON	NEL COSTS		
	DEPUTY	Bradbury	\$35.15		\$	73,112.00
	DEPUTY	Mid level	\$32.39		\$	67,371.20
	DEPUTY	Werd	\$35.59		\$	74,027.20
		stimated COLA 4.	0%		\$	6,435.31
				TOTAL SALA	RY: \$	220,945.71
OMPENS	ATION TIME	E				
Of Days	48	VACATION	Avg	\$53.11	\$	25,493.74
	33	HOLIDAYS			\$	17,528.94
	9	PERSONAL			\$	4,780.08
	30	SICK			\$	15,933.5
				TOTAL COMP CO	STS: \$	63,734.34
RINGE BE	ENEFIT COS					
	7.65%	SOCIAL SECUR			\$	21,778.0
	3.38%	WORKERS COM	MP		\$	9,622.19
	11.60%	RETIREMENT			\$	24,541.8
		HEALTH INSUR	ANCE		_ \$	61,673.8
				TOTAL FRINGE CO	STS: \$	117,615.9
				IXED COSTS		
	3.0%	CONTRACT SU	PERVISION		··· \$	8,540.4
		VEHICLE INSUF			\$	1,500.0
	\$ 520.00	PROFESSIONA	L LIABILITY F	OR DEPUTY	\$	1,580.0
				AL OTHER FIXED CO.	STS: \$	11,600.4
		200	OPERATION	ONAL COSTS		
		UNIFORMS			\$	1,500.0
		AIR CARDS FO	R COMPUTE	R- (\$46 per month)	\$	1,500.0
		TIRES FOR VE			\$	2,070.0
5600	s 336	FUEL OIL GASO	DLINE		\$	18,816.0
0000	• 0.00	MAINTENANCE			\$	3,600.0
		RADAR UNITS			\$	2,800.0
			AMERA GOV	GRANT FUNDED	\$	-
3	eann nn	TASER 7			\$	1,800.0
•	400020	EQUIPMENT/TE	RAINING		\$	1,500.0
		Lagos Halling		L OPERATIONAL CO	STS: \$	33,586.0
3000			VEHIC	LE COSTS		Magazine S
		NEW VEHICLE			\$	52,000.0
		FIT UP COSTS			\$	20,000.0
				TOTAL VEHICLE CO	STS: \$	72,000.0
		CONTRACT CO			\$	519.482.43



142 Federal St Portland, ME 04101

Position Paper

File #: 24-034 Agenda Date: 4/8/2024

Agenda Item Request:

Authorization of the Law Enforcement Services Contract between Cumberland County Sheriff's Office, Board of County Commissioners and the Town of Frye Island from May 22, 2024 - October 14, 2024.

Background and Purpose of Request:

Requestor: [Courtney George, LEC]

The town of Frye Island would receive forty-hours (40) of Law Enforcement service from the Sheriff's Office starting May 22, 2024 and ending on October 14, 2024.

Presentation: [Yes or No]
Funding Amount and Source:
\$56,475.49, Town of Frye Island
Effective Date if Applicable:
May 22, 2024 to October 14, 2025

POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	4/01/24
SUBJECT:	Sheriff Law Enforcement Contract Frye Island

Requested Action:

Approve the \$56,475.49 Summer Police Service contract with the town of Frye Island.

Background & Purpose of Request:

The town of Frye Island would receive forty-hours (40) of Law Enforcement service from the Sheriff's Office starting May 22, 2024 and ending on October 14, 2024.

Funding Amount and Source:

Credit received.

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

• Frye Island Contract for Summer LE Services

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

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

FRYE ISLAND – SUMMER PATROL

May 22, 2024 through October 14, 2024

AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN THE CUMBERLAND COUNTY SHERIFF'S OFFICE, BOARD OF COUNTY COMMISSIONERS AND THE TOWN OF FRYE ISLAND

This Contract, effective May 22, 2024 through October 14, 2024, is made by and between Town of Frye Island, a municipality of the State of Maine whose municipality is wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), the County of Cumberland (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a Constitutional Officer of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the town limits of [Town name] Cumberland County, Maine.

WITNESSETH:

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

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

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

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

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

ARTICLE 1 – DEFINITIONS

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

- B. Patrol Unit shall mean one staffed, marked patrol car and all standard equipment as defined by the Cumberland County Sheriff's Office General Orders.
- C. Service shall mean comprehensive law enforcement services provided from May 22th, 2024 through October 14th, 2024, five days a week on an eight (8) hour per day basis, or four (4) days on a ten (10) hour basis. Scheduling days and times will be agreed upon by Town Manager and Sheriff or his Designee.
- D. Substation shall mean a subsidiary or branch station of the Cumberland County Sheriff's Office.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services

- A. The SHERIFF shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional law enforcement services within and throughout the TOWN to the extent and in the manner herein described.
- B. The SHERIFF shall assign personnel to provide the level of professional law enforcement services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto.
 - The SHERIFF shall provide to the TOWN the equivalent of one (1) full time deputy sheriff, who is a certified law enforcement officer, by the Maine Criminal Justice Academy.
 - 2. All vacant shifts will be filled.
- C. Law enforcement services shall encompass all those duties and functions of the type coming with the jurisdiction of, and customarily provided by, municipal police departments.
- D. While contracted to provide law enforcement services, deputy sheriff will enforce Frye Island Town Ordinances that are applicable within the TOWN, and Statutes of the State of Maine. Performance of all duties of deputy sheriff shall be in accordance with Cumberland County Sheriff's Office General Orders.
- E. When necessary, the SHERIFF shall additionally provide to the TOWN, at no additional cost to the TOWN, the following expertise and services:
 - a. Traffic Crash Investigations/Reconstruction;
 - b. Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations, and Collection of Evidence);
 - c. Prisoner and Jail Services;
 - d. Records Retention;
 - e. Civil Service Officers:
 - f. Patrol and Detection Canine Support;
 - g. Emergency Services Unit (ESU);
 - h. Law Enforcement Training Section;
 - i. Task Force Personnel;

- i. Crime Prevention:
- k. Volunteers in Police Service Activities;
- 1. Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victim Crimes);
- m. Dive Team:
- n. Administrative Investigations (Internal Affairs) for the Cumberland County Sheriff's Office;
- o. Any other such units or services as the Cumberland County Sheriff's Office may provide normally.
- F. All deputies assigned to the TOWN shall remain within the town during regular assigned patrol shifts.
- G. In the event of an emergency response call and/or an exigent circumstance arises; deputies assigned to the TOWN will perform services in a similar way that police departments assist under the Mutual Aid Agreement.
- H. Vehicles, Supplies, Equipment and Office Furniture:
 - The COUNTY shall provide the TOWN, no later than September 1st of each year, with a contract cost proposal.
 - 2. The SHERIFF shall provide necessary office supplies and office furniture for use by contract deputy to fulfill assignments.
 - Any supplies and office furniture furnished or purchased by the TOWN shall remain the property of the TOWN.
 - 4. Any supplies and office furniture furnished or purchased by COUNTY shall remain the property of COUNTY.
 - 5. The Sheriff will provide a cruiser, however a prorated portion of insurance, gas, oil and maintenance costs will be incurred by the TOWN.
- I. If the TOWN establishes a Police Department in the future, the COUNTY will transfer any equipment and supplies mutually agreed upon by both parties to the TOWN.

2.2 Administrative Responsibilities.

- A. The one (1) deputy sheriff will perform all duties and responsibilities consistent with the Cumberland County Sheriff's Office General Orders, and this Contract under the direction of the SHERIFF.
- B. The Chief Deputy or his designee will notify the Executive Committee or Designee in a timely manner of any major/significant crimes or incidents, unusual occurrences, or emergencies that occur within the TOWN.
- C. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to the TOWN on a monthly basis by the SHERIFF or designee.

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

	Report	Date
0	Schedule for deputies assigned to Frye Island	As prepared
0	Monthly categorical summary of calls for service	15th of the following month
0	Monthly summary of moving traffic stops with distinction between warnings and summons	15th of the following month
0	Copies of all operational policies and procedures	Within 15 days of approval by Sheriff
0	Copies of approved collective bargaining agreements which pertain to deputies assigned to Frye Island	Within 15 days of final ratification by all parties
0	Summary of pending criminal cases to include each case's status in the judicial system	When retrievable by computer

- E. As requested by the Town or Town Manger, the Chief Deputy or his designee shall attend Executive Committee Meetings, community meetings, and meetings with the Town staff which involve issues of mutual concern, as well as provide advice or consent on law enforcement issues.
- F. The SHERIFF shall consult with the TOWN a minimum of fourteen (14) days prior to permanent assignment of any deputy to Frye Island or permanent re-assignment of any deputy out of Frye Island. "Permanent" shall be considered any period of time exceeding sixty (60) calendar days.
- G. The SHERIFF shall make all decisions regarding hiring and firing of the deputies, provided that the SHERIFF replace the deputy with an individual meeting the qualifications specified in this Contract. Provided further, the SHERIFF shall not terminate the deputy's employment before making provision for replacement of that deputy. Until the position is permanently filled the Sheriff will cover the position on a day to day basis with a deputy.
- H. When appropriate, the SHERIFF shall provide the TOWN with written responses to citizen inquiries and complaints directed towards the Cumberland County Sheriff's Office. Such responses shall be under the Sheriff's signature and provided within sixty (60) days of filing.
- I. The TOWN may employ the sheriff's deputies to deliver selectmen packets to individual town selectmen's residences as needed.

2.3 Processing of Evidence.

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

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment: Right of Control.

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

3.2 Assignment of Law Enforcement.

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

3.3 Sheriff's General Orders.

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

ARTICLE 4 – TOWN OF FRYE ISLAND RESPONSIBILITIES

4.1 Office Space.

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

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

4.2 Town's Ordinances.

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

ARTICLE 5 – COSTS

- The total amount due for all law enforcement services for subsequent years shall be based upon a proposal submitted by the Sheriff during the TOWN's budget process to be approved by the Board of Selectmen. The total amount due for all services beginning May 22nd, 2024 through October 14th, 2024, shall be fifty-six thousand, and four hundred seventy-five dollars and forty-nine cents (\$56,475.49) (dollar amount of financial consideration for Sheriff's services) spread over a 3-month period for costs incurred by the COUNTY as described in Attachment A of this Contract.
- 5.2 The TOWN shall make payment in equal installments on a monthly basis. The first installment shall be due **July 1, 2024**; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.
- 5.3 The SHERIFF agrees that the deputy or deputies providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.
- 5.4 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.
- 5.5 The Town shall make provisions for boat/barge, parking and sticker fees for all Cumberland County Sheriff's Office business travel to Frye Island.

ARTICLE 6 – ADDITIONAL PERSONNEL

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

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 8 – AUDIT OF RECORDS

8.1 The Town Manager or his designee may, upon reasonable notice to the SHERIFF, examine the existing SHERIFF records relating to the services provided pursuant to the terms of this

Contract. Said records shall be maintained by the SHERIFF in accordance with all applicable laws and regulations.

ARTICLE 9 - STANDARD OF PERFORMANCE

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

ARTICLE 10 – ARBITRATION

- 10.1 In the event of a dispute between parties arising out of, or relating to the parties' rights and obligations under this Contract, it is mandatory that such disputes be submitted to arbitration for resolution. A request for arbitration shall be conclusively evidenced by the delivery of a written demand for arbitration to the opposing party. This demand for arbitration shall be delivered within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made when commencement of legal or equitable proceedings based on such claims, disputes, or other matters in question would be barred by the applicable statute of limitations. A written demand for arbitration shall also set forth the name of the complaining party's representative to the arbitration panel, as defined below. A certified mail receipt shall be evidence of delivery of the demand for arbitration.
- 10.2 The arbitration panel shall consist of the following members: a representative of the TOWN appointed by the Selectmen, a representative of the COUNTY appointed by the County Commissioners, and a third member to be selected by the two representatives selected by the respective parties. If the representatives of the parties cannot agree on a third member within ten days of the appointment of the last of them, either one may request the American Arbitration Association to appoint said third member and the selection of the American Arbitration Association shall be binding on both parties.
- 10.3 Once the party has delivered to the other party a written demand for arbitration, the other party must appoint its representative within ten days of delivery of said demand for arbitration and must give notice of its decision to the other party within same period of time.
- 10.4 The claim, dispute, or other matter shall be submitted to the full arbitration panel after appointment of the third member. The arbitration shall be conducted pursuant to the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association. The panel shall render its decision within thirty (30) days from the close of the hearing.
- 10.6 All costs of the arbitration shall be borne equally by both parties.
- 10.7 The decision of the arbitrators shall be final and binding on both parties.
- 10.8 Disputes arising under the Indemnification Article 11 are excluded from this Arbitration provision.

ARTICLE 11 - INDEMNITY

- 11.1 The COUNTY agrees to indemnify and hold harmless the 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 SHERIFF's performance or failure to perform any of the obligations set forth in this Contract. The COUNTY further agrees to defend any claims brought or actions filed against the TOWN with respect to the SHERIFF's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.
- 11.2 The TOWN agrees to indemnify and hold harmless the COUNTY and SHERIFF from any and all liability, loss or damage that the COUNTY and SHERIFF may suffer as a result of claims, demands, costs, or judgments against it arising out of the 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 and SHERIFF with respect to the TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.
- 11.3 Neither the TOWN, COUNTY, nor SHERIFF waive any defenses the parties may have under the Maine Tort Claims Act.

ARTICLE 12 – TERM

- 12.1 This Contract shall remain in full force and effect commencing May 22nd, 2024 ending October 14th, 2024, all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.
- 12.2 The terms and conditions of this Contract are contingent upon the approval of the elected Sheriff and the Chairman of the Cumberland County Commissioners.
- 12.3 In the absence of a notice of termination in accordance with Article 13, this Contract shall automatically renew annually subject to the budget proposal by the SHERIFF and subsequent approval by the TOWN.

ARTICLE 13 – TERMINATION

13.1 The TOWN or the COUNTY may terminate this Contract with or without cause upon written notice to the other party of this Contract; provided, however, that notice of such termination shall not be effective until after receipt of a ninety day (90) written notice. In the event the Executive Committee establishes a police department, the SHERIFF and the TOWN agree there will be no lapse in law enforcement services. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the Town Manager.

ARTICLE 14 - EXTENSION

Unless terminated by written notice, as agreed above, rights and privileges herein granted, together with all other provisions of this Contract, shall continue in full force and effect, subject to necessary negotiation of any added cost factors, for an additional period of thirty (30) days from

the date of expiration heretofore mentioned, unless either party, at least ten (10) days prior to said date of expiration, shall notify the other party in writing that it does not desire the Contract to be extended for such an additional period.

ARTICLE 15 – TRANSITION

- 15.1 In the event of the termination or expiration of this Contract, the SHERIFF and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the Sheriff's Office to another law enforcement agency, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.
- 15.2 In the event of termination or upon expiration of this Contract, the TOWN shall have the option to purchase from the COUNTY and SHERIFF any equipment, fixtures, and furnishings furnished by the COUNTY and SHERIFF to perform the services provided under this Contract. The purchase price shall be determined by mutual Contract of the parties as to the fair-market value of such equipment, fixtures, and furnishings.

ARTICLE 16 – AUTHORITY TO EXECUTE AND ENFORCE

- 16.1 The Chairperson of the Cumberland County Commissioners, by his/her execution hereof, does hereby represent to the 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.
- The SHERIFF, by his/her execution hereof, does hereby represent to the TOWN that he/she only has administrative powers to enforce this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.
- 16.3 The Chairperson of the Executive Committee, by his/her execution hereof, does represent to the Sheriff and Chairman of the Cumberland County Commissioners that he/she has full power and authority to make and execute this Contract on behalf of the TOWN.
- 16.4 Nothing herein contained is any way contrary to or in contravention of the TOWN or the laws of the State of Maine.

ARTICLE 17 – COMMUNICATIONS

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

ARTICLE 18 – ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the Town of Frye Island, by order duly adopted by its Executive Committee has caused this Contract to be signed by the Town Manager and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the Chairperson of said Board 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 DELIVE	RED
IN THE PRESENCE OF:	COUNTY OF CUMBERLAND
	BY:CHAIRPERSON COUNTY COMMISSIONERS
	DATE:
SIGNED, SEALED AND DELIVER	RED
IN THE PRESENCE OF:	COUNTY OF CUMBERLAND
	BY: SHERIFF KEVIN J. JOYCE
	DATE: 4/1/24
SIGNED, SEALED AND DELIVER	RED
IN THE PRESENCE OF:	TOWN OF ERVE ISLAND
	BY: X Suelly
	BY: <u> </u>
ATTEST:COUNTY MANAGE	ER/CLERK
DATE:	



142 Federal St Portland, ME 04101

Position Paper

Agenda Item Request:

Authorization for the County Manager to enter into a contract amendment between Cumberland County and Maine Public Employees Retirement System to provide MainePERS Special Plan 3C to the following non-union Law Enforcement Officer who regularly work more than 20 hours per week and who is not seasonal or temporary: Administrative Investigator, effective May 1, 2024 for future service only.

Background and Purpose of Request:

Requestor: Dawn Pazmany, Human Resources

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

Provide Special Plan 3C to the following non-union Law Enforcement Officer who regularly work more than 20 hours per week and who is not seasonal or temporary: Administrative Investigator, for service rendered after April 31, 2024. Service rendered by this officer before May 1, 2024 remains under the Regular Plan AC.

Funding Amount and Source:

Amount to be received or expended and source or attach budget sheet

Effective Date if Applicable:

May 1, 2024



142 Federal St Portland, ME 04101

Position Paper

File #: 24-035 Agenda Date: 4/8/2024

Agenda Item Request:

Authorization for the County Manager to enter into a contract amendment between Cumberland County and Maine Public Employees Retirement System to provide MainePERS Special Plan 3C to the following non-union Law Enforcement Officer who regularly work more than 20 hours per week and who is not seasonal or temporary: Administrative Investigator, effective May 1, 2024 for future service only.

Background and Purpose of Request:

Requestor: Dawn Pazmany, Human Resources

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

Provide Special Plan 3C to the following non-union Law Enforcement Officer who regularly work more than 20 hours per week and who is not seasonal or temporary: Administrative Investigator, for service rendered after April 31, 2024. Service rendered by this officer before May 1, 2024 remains under the Regular Plan AC.

Funding Amount and Source:

Amount to be received or expended and source or attach budget sheet

Effective Date if Applicable:

May 1, 2024



142 Federal St Portland, ME 04101

Position Paper

File #: 24-036 Agenda Date: 4/8/2024

Agenda Item Request:

Proclaim the week of April 1 - 5, 2024 as National Community Development Week in Cumberland County.

Background and Purpose of Request:

Requestor: James H. Gailey, County Manager

National Community Development week is April 1 - 5 this year. Due to the schedule of the Commissioners meeting in April, the Commissioners will recognize the week at their April 8th meeting. Kristin and Courtney, in the Community Development Office, due a fantastic job keeping the County's annual allocation of funds in order and in accordance with Federal HUD and Treasury rules. The CDBG Program is now in its eighteenth-year serving 26 out of the 28 communities in Cumberland County.

Presentation: No

Cumberland County Commissioners

142 Federal Street, Portland, Maine 04101 207-871-8380 • cumberlandcounty.org



PROCLAMATION

National Community Development Week April 1-5, 2024

WHEREAS, the U.S. Department of Housing and Urban Development implemented the Community Development Block Grant (CDBG) Program in 1974 for the purpose of providing local governments with the financial resources to assist low and moderate income persons; and

WHEREAS, the County of Cumberland has utilized nonprofit and community-based organizations to address community improvements and human needs; and

WHEREAS, the week of April 1-5, 2024 has been designated as National Community Development Week by the National Community Development Association to celebrate the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program; and

WHEREAS, the CDBG Program provides annual funding and flexibility to local communities like Cumberland County to provide decent, safe and affordable housing, a suitable living environment, and economic opportunities to low- and moderate-income people; and

WHEREAS, the HOME Program provides funding to local communities to create decent, safe, and affordable housing opportunities for low-income persons;

WHEREAS, the County of Cumberland and its partnering local governments have clearly demonstrated the capacity to administer the CDBG Program to identify, prioritize and resolve pressing local problems; and

WHEREAS, over the past eighteen years, Cumberland County has received over \$25,000,000 in CDBG funds and since 2012 \$3,600,000 in HOME funds;

WHEREAS, the Community Development Office, not only processed and distributed the County's \$1,547,000 CDBG allocation and \$400,000 HOME allocation last year, to qualified individuals, businesses, non-profits and towns within Cumberland County; and

NOW, THEREFORE, BE IT PROCLAIMED by the Board of County Commissioners of Cumberland County, Maine, that said Board hereby designates the week of April 1-5, 2024 as National Community Development Week in Cumberland County and encourage all citizens of Cumberland County to support community development activities this month and throughout the year because our vibrant communities provide the foundation for a high quality of life for our residents.

Signed this day of, 2024	
Neil D. Jamieson Jr. District One	Susan E. Witonis District Two
Stephen F. Gorden	 Patricia Smith
District Three	District Four
	nes F. Cloutier District Five



142 Federal St Portland, ME 04101

Position Paper

File #: 24-037 Agenda Date: 4/8/2024

Agenda Item Request:

Proclaim the week of April 14 - 20, 2024 to be National Public Safety Telecommunicators Week in Cumberland County

Background and Purpose of Request:

Requestor: James H. Gailey, County Manager

The week of April 14 - 20, 2024 is National Telecommunicators Week. This week is an opportunity to recognize the individuals of the Cumberland County Regional Communications Center for the excellent work they provide 24/7/365 to the nineteen towns the Center serves.

Presentation: No

Cumberland County Commissioners

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PROCLAMATION

National Public Safety Telecommunicators Week April 14 - 20, 2024

Whereas emergencies can occur at any time that require police, fire or emergency medical services; and,

Whereas when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

Whereas the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who call the Regional Communications Center; and,

Whereas Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

Whereas Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,

Whereas Cumberland County Public Safety Telecommunicators have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

Whereas each CCRCC staff member has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

Whereas the CCRCC staff, through the past couple of years, have been extremely flexible and committed to the Center, assuring staffing levels remained strong, dispatched in subpar environments, while continuing to make sure a high level of service is provided to Public Safety agencies countywide;

Now, Therefore, Be It Proclaimed that the Board of County Commissioners of Cumberland County designates the week of April 14 through 20, 2024 to be National Public Safety Telecommunicators Week in Cumberland County, in honor of the individuals whose diligence and professionalism keep our county and citizens safe.

Cumberland County Commissioners

142 Federal Street, Portland, Maine 04101 207-871-8380 • cumberlandcounty.org



ed this day of	, 2024	
Susan E. Witonis District Two		Neil D. Jamieson Jr. District One
Stephen F. Gorden District Three		Patricia Smith District Four
	James F. Cloutier District Five	



142 Federal St Portland, ME 04101

Position Paper

File #: 24-038 Agenda Date: 4/8/2024

Agenda Item Request:

Proclaim the week of May 5 - 11, 2024 to be National Correction Officer Week in Cumberland County

Background and Purpose of Request:

Requestor: James H. Gailey, County Manager

Proclaim the week of May 5 - 11, 2024 to be National Correction Officer Week in Cumberland County, in recognition of the excellent work the County's Correction Officers and Supervisors do on a day to day basis. Over the last year, Jail staff have been very committed, making sure the level of service and safety in the Jail remains high. We thank them for all their efforts.

Presentation: No

Cumberland County Commissioners

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District One Neil Jamieson • District Two Susan Witonis • District Three Stephen Gorden District Four Patricia Smith • District Five James Cloutier

PROCLAMATION

National Correctional Officer Week

May 5-11, 2024

WHEREAS, correctional officers are trained law enforcement professionals dedicated to maintaining safe correctional facilities and ensuring the public safety; and

WHEREAS, correctional facilities across the U.S., are run by highly qualified and experienced individuals with a deep understanding of the challenges within the profession; and

WHEREAS, correctional officers and employees are responsible for the custody, care and rehabilitation of thousands of offenders every year, as well as the maintenance of safe and secure facilities; and

WHEREAS, correctional officers and employees are resourceful, capable, committed, patient and persistent professionals in criminal justice; and

WHEREAS, correctional officers and employees serve admirably in many different capacities, including jail administrators, chaplains, nurses, supervisors, social workers, teachers, managers and directors; and

WHEREAS, correctional officers and employees, mentor, counsel and treat offenders; and

WHEREAS, correctional officers and employees provide offenders with direction, while assisting with reentry and life outside corrections; and

WHEREAS, correctional officers and employees rise to meet any challenge and serve this honorable profession nobly and admirably;

WHEREAS, the dedicated individuals of the Cumberland County Jail have displayed a high level of commitment and dedication to the County and its inmates over the last year, assuming new and greater responsibilities, taking on additional shifts all during a time of rebuilding staffing levels; and now

THEREFORE, BE IT PROCLAMED, the County Commissioners of the County of Cumberland designates the week of May 5 through 11, 2024 to be National Correction Officer Week in Cumberland County, Maine, in honor of the individuals who deserve recognition for their service and the exceptional performance of their duties under difficult circumstances.

Signed this day of	, 2024	
Susan E. Witonis District Two		Neil D. Jamieson Jr. District One
Stephen F. Gorden District Three		Patricia Smith District Four
	James F. Cloutier Chair - District Five	



142 Federal St Portland, ME 04101

Position Paper

File #: 24-039 Agenda Date: 4/8/2024

Agenda Item Request:

Proclaim that Cumberland County Commissioners will observe May 12-18, 2024, as National Law Enforcement Week in Cumberland County.

Background and Purpose of Request:

Requestor: James H. Gailey

The Week of May 12 - 14, 2024 is National Law Enforcement Week. Although we appreciate the hard work of the County's Sheriff's Department daily, this designated week brings light to the work they do for the citizens of Cumberland County.

Presentation: No

Cumberland County Commissioners

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PROCLAMATION

National Law Enforcement Week

May 12-18, 2024

To recognize National Law Enforcement Week 2024 and to honor the service and sacrifice of those law enforcement officers who protect our communities and safeguarding our democracy.

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Cumberland County Sheriff's Department;

WHEREAS, across the country, citizens take the lead to demonstrate support on National Law Enforcement Week.

WHEREAS, Law Enforcement Officers of every rank and file have chosen a profession that puts their life on the line every day for their communities/counties. They answer the call to public service that is demanding and often unappreciated. On National Law Enforcement Week, we have an opportunity to thank them for their service.

WHEREAS, the Cumberland County Sheriff's Department has been accredited since 2015 and has achieved the "Triple Crown" Award from the National Sheriff's Association for being nationally accredited in Law Enforcement, Corrections and Inmate Healthcare;

WHEREAS, Seventy-three dedicated men and woman make-up the Sheriff's Department, giving their service to the citizens of Cumberland County 24 hours a day, 365 days a year;

WHEREAS, over 33,000 calls for service were responded to during 2023, calls ranging from routine traffic stops, criminal mischief, domestic violence altercations, drug overdose or attempted murder/murder among many others;

WHEREAS, the Cumberland County Sheriff's Department has specialty training of offices in the fields of Dive Team, Drone Team, Accident Reconstruction, K9, Marine Patrol, Honor Guard and Emergency Services Unit. All high-level training to support the services provided to the citizens of Cumberland County.

THEREFORE, BE IT PROCLAIMED that Cumberland County Commissioners will observe May 12-18, 2024, as National Law Enforcement Week in Cumberland County, and publicly salutes the employees of the Cumberland County Sheriff's Department and thanks them for all they do for public safety in our Cumberland County.

ed this day of, 2024	
Susan E. Witonis, Chair District Two	Neil D. Jamieson Jr. District One
Stephen F. Gorden	Patricia Smith
District Three	District Four
	James F. Cloutier
	District Five



142 Federal St Portland, ME 04101

Position Paper

File #: 24-042 Agenda Date: 4/8/2024

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 for a revised amount of \$700,000.

Background and Purpose of Request:

Requestor: Jennifer Annis, Violence Intervention Partnership, Public Health

The Violence Intervention Partnership (VIP) currently manages an OVW ICJR grant from 2021, and was approved to apply for a continuation of the project under Item #24-018 on March 19, 2024. The current ICJR grant is scheduled to end 9/30/2024. The Board of Commissioners authorized the County Manager to apply for \$500,000 of FY24 ICJR funding for 36 months. This request seeks to revise the application funding amount to \$700,000. VIP is eligible to apply for the additional funding by shifting additional focus to sexual abuse, one of the priority areas for this grant application.

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 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.

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: 04/08/2024



142 Federal St Portland, ME 04101

Position Paper

File #: 24-042 Agenda Date: 4/8/2024

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 for a revised amount of \$700,000.

Background and Purpose of Request:

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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: 04/08/2024



142 Federal St Portland, ME 04101

Position Paper

File #: 24-040 Agenda Date: 4/8/2024

Agenda Item Request:

Authorization for the County Manager to Execute the Memorandum of Agreement between Cumberland County Emergency Management Agency (CCEMA) and the Wilderness Rescue Team (WRT) for Wilderness Search and Rescue Services.

Background and Purpose of Request:

Requestor: Michael Durkin, Director EMA

Entering into this agreement with the Wilderness Rescue Team is CCEMA's first step towards building the Mass Search and Rescue capability within the County. The MOA brings the team's specializations in wilderness medicine, technical rescue and mass search to the County. In return, CCEMA will provide a centralized location to store team assets at the Windham bunker as well as a link to FEMA grant programs.

Funding Amount and Source:

N/A

Effective Date if Applicable:

This MOA goes into effect upon signature of the County Manager. The MOA automatically renews annually but can be terminated by either party upon 30 days written notice.



TO:	Cumberland County Commissioners
FROM:	Michael Durkin, Director-Cumberland County Emergency Management Agency
DATE:	3/25/2024
SUBJECT:	Wilderness Rescue Team

Requested Action:

CCEMA requests that the Commissioners authorize the signing of a Memorandum of Agreement between Cumberland County Emergency Management Agency (CCEMA) and the Wilderness Rescue Team (WRT).

Background & Purpose of Request:

In 2021, CCEMA conducted a Capabilities and Gap Analysis (CAGA) to identify areas of relative strength and weakness in the County's ability to respond to disaster. The CAGA ranked twenty three different core capabilities from one (least capability) to four (most capability). The average score for a capability was 2.5.

One of the lower capabilities was "Mass Search and Rescue" which was scored as 2.1. This low score is believed to be due to the difficulty of search and rescue. These events require a great degree of manpower and coordination. In addition, they occur at a nexus of different technical skills (emergency medicine, high/low angle rescue/search management, etc). In short, Mass Search and Rescue is a team sport and the County needed more players. With this in mind, CCEMA began looking at how it could contribute to building up the search and rescue capability.

The Wilderness Search and Rescue Team is an all-volunteer, non-profit corporations that has been providing Search and Rescue services for over 40 years. Their mission is to provide search, technical rescue and medical services. The team is active with monthly trainings and Statewide deployments.

Entering into this agreement with the Wilderness Rescue Team is CCEMA's first step towards building the Mass Search and Rescue capability within the County. The MOA brings the team's specializations in wilderness medicine, technical rescue and mass search to the County. In return, CCEMA will provide a centralized location to store team assets at the Windham bunker as well as a link to FEMA grant programs.

Funding Amount and Source: NA

Effective Date:

This MOA goes into effect upon signature of the County Manager. The MOA automatically renews annually but can be terminated by either party upon 30 days written notice.

Rev. 2024 Page | 1



Attachments:

Memorandum of Agreement regarding Wilderness Search and Rescue Services for Cumberland County (3 pages)

Rev. 2024 Page | 2

MEMORANDUM OF AGREEMENT REGARDING

WILDERNESS SEARCH AND RESCUE SERVICES FOR CUMBERLAND COUNTY

This Memorandum of Agreement ("MOA") is made on this _____ day of ______, 2024, by and between the **CUMBERLAND COUNTY**, a county duly authorized and existing under the laws of the State of Maine (hereinafter "County") and **Wilderness Rescue Team** (hereinafter the "Team"), a non-profit corporation organized under the laws of the State of Maine (collectively the "Parties").

Whereas, the Federal Emergency Management Agency ("FEMA") has identified Mass Search and Rescue as a core capability within the National Preparedness Goal and the National Planning Framework for local emergency management agencies; and

Whereas, the County, through its Emergency Management Agency ("CCEMA") has identified significant gaps in resources at the municipal or county level in meeting this core capability, as outlined in CCEMA's Capabilities Assessment and Gap Analysis dated August, 2021; and

Whereas, CCEMA wishes to establish a mechanism to provide mass search and rescue services during routine and major emergencies impacting the County; and

Whereas, the Team specializes in providing mass search, technical rescue and medical services, and wishes to provide such services in support of CCEMA's mission;

Now, Therefore, The Parties Agree as Follows:

- 1. <u>Description of Services</u>. The County and the Team enter into this MOA in good faith to formalize the relationship between the Parties in order to foster an efficient and cohesive program for the provision of mass search and rescue services to further the mission of CCEMA. The following are representative examples, but not intended to be an exhaustive list, of the principal tasks the Team might be called upon by CCEMA to accomplish (hereinafter referred to as the "Services"):
 - a. Searching of wilderness and wilderness-adjacent areas for missing persons and/or objects.
 - b. Provide technical rescue services in response to emergencies requiring that expertise.
 - c. Provide medical services as part of or separate from the above tasks as licensing allows.
 - d. Provide preventative Mass Search education.
 - e. Modify existing Team policies and procedures (e.g. hour tracking, onboarding, etc) to better accommodate the needs of the National Incident Management System and/or CCEMA's policies and procedures.

The following are representative examples, but not intended to be an exhaustive list, of the principal supports CCEMA will provide to the Team:

- a. A secure, centralized staging location for Team assets.
- b. Opportunities to apply for grant and funding opportunities through County, State and Federal mechanisms.
- c. Guidance and assistance with Team management, development and integration into County response systems.
- 2. <u>Deployment</u>. The Services outlined in Section 1 above may be deployed by the Team upon request of the CCEMA Director (and/or designee), or by the Cumberland County Regional Communications Center at the request of the Local Emergency Management Director of a municipality within Cumberland County (or designee), provided that

the CCEMA Director is notified as soon as practical thereafter. Deployment of the Team may occur at any time, day or night, including weekends and/or holidays including 24/7 continuous service. The Team shall provide a single point of contact for requests to be made at any time by a designated representative of CCEMA. The Team shall provide notification to CCEMA of any requests for service that would impede the Team's availability.

Upon request for deployment, the Team agrees to have its members en route to the designated location within 90 minutes from the time it receives the official deployment request.

<u>Team Members</u>. Team members who are deployed must be in good standing with the Team, as determined by the Team, and up to date on all requisite training, licensing and permitting. Deployed Team members must abide by all federal, state and local laws. All members of the Team who are deployed will be properly identified by uniform and/or identification card with photo. The Team will only deploy members upon receipt and under the terms of the official deployment request as described in Section 2.

All members deployed by the Team shall be volunteers of the Team. While engaged in the performance of the Services, members of the Team shall be considered "called and employed for assistance" as set forth in Section 784-A of Title 37-B of the Maine Revised Statutes, and may be considered employees of the State of Maine for purposes of immunity from liability and workers compensation. In no event shall members of the Team be deemed employees of the County for any purpose.

- 3. <u>Equipment</u>. While providing services, the Team may utilize predetermined County facilities and equipment (including deployable disaster assets, administrative items and common office supplies). County facilities may be used as administrative, storage and training space as available.
 - Equipment procured with County funds or through County acquired grant opportunities will remain the property of Cumberland County. The Team will provide CCEMA inventories of accountable property in accordance to County Policy and/or individual grant requirements.
 - The Team shall provide to CCEMA all financial and administrative information (e.g. by-laws, rosters, receipts, etc) when requested. In addition, the Team shall track and report volunteer hours to CCEMA monthly. These hours shall not be used by the Team in its execution of grants or other obligations without the express consent of CCEMA.
- 4. Governing Law & Disputes. This MOA shall be governed by and constructed in accordance with the laws of the State of Maine as interpreted by Maine courts, without regard to its conflicts of laws principles. However, the Parties may attempt to resolve any dispute arising under this Agreement by any mutually accepted means of dispute resolution. In the event any issue arises under the MOA regarding the rights and responsibilities of the Parties, they shall meet and attempt in good faith to resolve any such dispute before it is brought to any other forum.
- 5. Hold Harmless/Indemnification. The Team will hold harmless and indemnify the County against any and all claims arising from the services provided under this MOA, including, but not limited to, claims for damages, costs, including but not limited to all costs of defense and reasonable attorney's feed, losses, discrimination, failure to make accommodation, personal injury or wrongful death, and all employment-related claims, including, but not limited to, discrimination, retaliation or harassment claims or on the job injury claims arising in any way whatsoever from Services provided under this MOA, but excluding claims arising directly from the gross negligence of the County or its officials and employees.

- 6. <u>Claims Process/Insurance</u>. All general liability claims arising from the services provided under this MOA, relating to the use of county resources will be the responsibility of the Team. The Team agrees to address claims made against it by retaining legal counsel as outlined in the Team's bylaws and/or the maintenance of insurance policies of the kind customary for the Services to be provided under this MOA. The team shall provide a Certificate of any such insurance upon request of the County.
- 7. <u>Headers for Convenience Only</u>. The headers used in this MOA are for convenience of reference only, and shall not be used to interpret the meaning of the provisions hereof.
- 8. <u>Amendment or Modification</u>. No amendment or modification of this MOA will be binding unless evidenced by an agreement in writing signed by authorized representatives of the County and the Team. In the event any issue arises under the MOA regarding the rights and responsibilities of the Parties, they shall meet and attempt in good faith to resolve any such dispute before it is brought to any other forum.
- 9. <u>Severability</u>. If any provision of this MOA is held invalid or unenforceable, the remaining provisions will remain valid and enforceable to the fullest extent permitted by law.
- 10. <u>Complete and Entire Agreement</u>. This MOA constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, oral and written, between the Parties hereto with respect to the subject matter hereof.
- 11. <u>Terms</u>. This MOA shall be in full force and effect beginning the date of execution and ending 12/1/2024. This MOA will be renewed automatically annually unless terminated pursuant to the terms hereof. This MOA may be terminated for any reason by either party upon 30 days' written notice to the other or immediately for cause, which shall include either party's failure to perform as set forth under this MOA.

IN WITNESS WHEREOF, the Parties have executed this MOA as of day and year first above written.

James H. Gailey, County Manager	Date
Cumberland County, Maine	
Wildenson Brown Town	Data
Wilderness Rescue Team	Date
Gray, Maine	



142 Federal St Portland, ME 04101

Position Paper

Agenda Date: 4/8/2024 **Agenda #**:

Agenda Item Request:

Approval of the Substantial Amendment to the Cumberland County/City of Portland HOME Consortium's HOME-ARP Action Plan. Public Hearing and Final Read.

Background and Purpose of Request:

Requestor: Kristin Styles, Community Development Director

Cumberland County/City of Portland HOME Consortium submitted an approved HOME-ARP plan to HUD last spring. Since this time, more guidance from HUD has been released which lead the City and the County to work with HUD TA staff on creating a Substantial Amendment to the original plan. The purpose of the Substantial Amendment is to ensure that the housing created using the HOME-ARP funds serves the more vulnerable residents of our communities. The amendment will allow the housing providers to use a housing priority system that is more complex than first come, first served. Please refer to the Staff Report summarizing changes between the original HOME-ARP Plan and the Substantial Amendment.

Presentation: Possible

Funding Amount and Source:

100% of the funds for the HOME-ARP program come directly from HUD. The City of Portland is the lead in the HOME Consortium, they will be responsible for the distribution of the \$3,594,143 in funds.

Effective Date if Applicable:

April 11, 2024



142 Federal St Portland, ME 04101

Position Paper

File #: 24-041 Agenda Date: 4/8/2024 Agenda #:

Agenda Item Request:

Approval of the Substantial Amendment to the Cumberland County/City of Portland HOME Consortium's HOME-ARP Action Plan. Public Hearing and Final Read.

Background and Purpose of Request:

Requestor: Kristin Styles, Community Development Director

Cumberland County/City of Portland HOME Consortium submitted an approved HOME-ARP plan to HUD last spring. Since this time, more guidance from HUD has been released which lead the City and the County to work with HUD TA staff on creating a Substantial Amendment to the original plan. The purpose of the Substantial Amendment is to ensure that the housing created using the HOME-ARP funds serves the more vulnerable residents of our communities. The amendment will allow the housing providers to use a housing priority system that is more complex than first come, first served. Please refer to the Staff Report summarizing changes between the original HOME-ARP Plan and the Substantial Amendment.

Presentation: Possible

Funding Amount and Source:

100% of the funds for the HOME-ARP program come directly from HUD. The City of Portland is the lead in the HOME Consortium, they will be responsible for the distribution of the \$3,594,143 in funds.

Effective Date if Applicable:

April 11, 2024



CUMBERLAND COUNTY COMMISSIONERS

STAFF REPORT

From: Kristin Styles, Community Development Director

Date: March 29, 2024

Subject: HOME-ARP Substantial Amendment

As you are aware, the Cumberland County HOME Consortium received \$3,594,143 in HOME-ARP funding. The Allocation Plan, approved by both the Portland City Council (3/20/23) and the County Commissioners (3/13/23), as well as by the U.S. Department of Housing and Urban Development (5/1/23), adopted Supportive Services, Acquisition & Development of Non-Congregate Shelter, Development of Affordable Rental Housing and Administration and Planning as eligible funding categories.

The City hired a Program Coordinator in November of 2023 who spends approximately 75% of her time on the implementation of the HOME-ARP program (funded through the grant admin budget) and 25% of their time (funded by the City) working with the City's Housing Program Manager on affordability monitoring for the City and County portfolio of affordable housing development projects.

We have been working with HUD TA providers to fine tune our HOME-ARP allocation plan. We wanted to make sure that the funds would be used to assist the most vulnerable within the Consortium community, specifically, the unhoused, those staying in encampments or staying in shelters. We anticipate submitting a substantial amendment to HUD to make three changes to the original approved allocation plan.

- (1) The approved allocation plan did not include any preferences on qualifying populations that would benefit from the use of the funds. The substantial amendment would identify a preference in the development of affordable rental housing category for the individuals who are homeless (Qualifying Population 1).
- (2) Shift funding (\$250,000) from the category of acquisition of non-congregate shelter to support services. This will increase the funding available for supportive services to (\$1,013,756). Supportive service funding can be used for any of the Qualifying Populations (homeless, at risk of homelessness, fleeing or attempting to flee domestic violence and other populations). The RFP/application process to allocate these funds will award extra points to services provided to homeless persons residing in the new housing created with the HOME-ARP grant.



Supportive Services - \$1,013,756

Acquisition and Development of Non-Congregate Shelters - \$0

Tenant Based Rental Assistance (TBRA) - \$0

Development of Affordable Rental Housing - \$2,041,266.

Non-Profit Operating - \$0

Non-Profit Capacity Building - \$0

Administration and Planning - \$539,121

Total: \$3,594,143 (No bottom-line change; redistribution only)

(3) To ensure that any new units created under the grant are made available to individuals who are homeless, unhoused or living in a shelter. The RFP/application process will include a referral method using the state-wide coordinated entry process and other local partners working with this population.

The substantial amendment will be submitted to HUD after the completion of a 30-day public comment period and after the amendment has been approved by the County Commissioners and the Portland City Council. The public comment and public hearing schedule is noted below:

Cumberland County

Commissioner Meeting: Monday, April 8, 2024 at 5:30pm

142 Federal St, Portland, ME - Cumberland County Courthouse, Feeney Room

City of Portland

Housing & Economic Development Committee: Tuesday, March 19, 2024 at 5:30pm (remote)

Health & Human Services/Public Safety Committee: Tuesday, March 26, 2024 at 5:30 pm (remote)

City Council Meeting: Monday, April 22, 2024 at 5:00 pm

389 Congress St, Portland, ME - City Hall, Council Chambers

30 DAY PUBLIC COMMENT PERIOD

Tuesday, March 19, 2024 through Friday, April 19, 2024



142 Federal St Portland, ME 04101

Position Paper

File #: 24-043 Agenda Date: 4/8/2024

Agenda Item Request:

Approval of the Community Development 2024 Annual Action Plan including the allocation of CDBG and HOME partnership funds and contingency plans.

Background and Purpose of Request:

Requestor: Kristin Styles, Director of Community Development

Two public hearings are held concerning the Annual Action Plan. The 1st hearing will be conducted during the April 8th Commissioner's meeting with the 2nd held at the May 13th meeting. The Community Development Annual Action Plan describes the 2024 annual allocation of funds for CDBG projects and activities in Cumberland County and the intended use of the HOME partnership funds.

Final vote by the Commissioners endorsing this plan is scheduled for the May 13, 2024 Commissioners meeting. The 2024 Annual Action Plan will be submitted to HUD no later than 60 days after HUD releases the 2024 formula allocations.

(1) Summary of 2024 Annual Action Plan with estimated 2024 CDBG and HOME Budgets, (2) Summary of CDBG projects recommended for funding in PY24 and contingency plans. The full 2024 Annual Action Plan is available to the public and can be found on the County's Community Development Page: https://www.cumberlandcountyme.gov/2024AnnualActionPlan

Presentation: Yes

Funding Amount and Source:

100% of the funds for the CDBG and HOME programs come directly from HUD. The Community Development programs should have no fiscal impact on the County's general budget. The 2024 CDBG allocation is estimated to be \$1,547,514.00. The County's portion of the HOME allocation is estimated to be \$401,411.00 plus an additional \$89,660.00 in program income.

Effective Date if Applicable:

May 14, 2024



142 Federal St Portland, ME 04101

Position Paper

File #: 24-043 Agenda Date: 4/8/2024

Agenda Item Request:

Approval of the Community Development 2024 Annual Action Plan including the allocation of CDBG and HOME partnership funds and contingency plans.

Background and Purpose of Request:

Requestor: Kristin Styles, Director of Community Development

Two public hearings are held concerning the Annual Action Plan. The 1st hearing will be conducted during the April 8th Commissioner's meeting with the 2nd held at the May 13th meeting. The Community Development Annual Action Plan describes the 2024 annual allocation of funds for CDBG projects and activities in Cumberland County and the intended use of the HOME partnership funds.

Final vote by the Commissioners endorsing this plan is scheduled for the May 13, 2024 Commissioners meeting. The 2024 Annual Action Plan will be submitted to HUD no later than 60 days after HUD releases the 2024 formula allocations.

(1) Summary of 2024 Annual Action Plan with estimated 2024 CDBG and HOME Budgets, (2) Summary of CDBG projects recommended for funding in PY24 and contingency plans. The full 2024 Annual Action Plan is available to the public and can be found on the County's Community Development Page: https://www.cumberlandcountyme.gov/2024AnnualActionPlan

Presentation: Yes

Funding Amount and Source:

100% of the funds for the CDBG and HOME programs come directly from HUD. The Community Development programs should have no fiscal impact on the County's general budget. The 2024 CDBG allocation is estimated to be \$1,547,514.00. The County's portion of the HOME allocation is estimated to be \$401,411.00 plus an additional \$89,660.00 in program income.

Effective Date if Applicable:

May 14, 2024



CUMBERLAND COUNTY COMMISSIONERS

STAFF REPORT

From: Kristin Styles, Community Development Director

Date: March 29, 2024

Subject: 2024 Annual Action Plan Including the CDBG & HOME Funding Budgets

Two public hearings will be held on the use of Community Development Block Grant (CDBG) funds for 2024: April 8th and May 13th. A final vote by the Commissioners endorsing the 2024 Annual Action Plan is scheduled for the May 13th meeting. The Annual Action Plan will be submitted to HUD on May 15th or 60 days after the County receives our 2024 formula allocation from HUD.

The purpose of this report in is to:

- 1. Identify expected CDBG and HOME grant funds for 2024
- 2. Review the application process for selecting CDBG projects
- 3. Familiarize you with the projects and programs recommended for funding

Available Grant Funds for 2024

HUD has not released the 2024 Formula Allocations for CPD Programs, including CDBG and HOME. This has happened in past years as well. Per guidance from HUD, we are moving forward using our expected allocation of level funding with a contingency plan for more or less funding than expected.

CDBG Allocation: Cumberland County is expected to receive \$1,547,514

The total allocation is divided into four components:

1.	<u>Total Administrative Costs</u> :	\$307,192
	County Administration	\$ 205,000
	South Portland Administration	\$ 65,000
	Bridgton Administration	\$ 37,156
2.	County Community & Regional Grants:	\$727,807
3.	Town of Bridgton Activities:	\$153,579
4.	City of South Portland Activities:	\$358,936

I. <u>Accepting and Selecting Applications</u>

The process for selecting the "County" (not South Portland or Bridgton) applications for 2024:

- Applications distributed November 7, 2023
- Application workshop November 30, 2023



- Pre-applications submitted by December 14, 2023
- Final applications submitted January 18, 2024

Following submission, applications were distributed to the Application Review Team. Team members were: Daniel Stevenson – Chair (Westbrook); Adam Causey (Falmouth); Courtney Kemp (South Portland & Cumberland County); Jason Rogers (Naples); Kristen Muszynski (Gray); Kathy Tombarelli (New Gloucester); and Zach Mosher (Standish)

Team members reviewed the applications and assigned scores based upon established criteria. Applicants met with the review team on February 14th to briefly present their projects and answer questions.

CDBG Program Applications

Project description – 10 points

Project management – 10 points

Implementation schedule – 5 points

Readiness to proceed - 20 points

Need for the project – 20 points

Need for CDBG funds – 15 points

Budget - 5 points

Distress score - 0-10 points

Multi-jurisdictional bonus – 5 points

Raw scores were totaled and converted to group ordinal rankings. The results of the collective rank order of applications became the basis for the allocation of funds.

II. Projects, Programs & Activities Recommended for Funding

The Municipal Oversight Committee (MOC) recommends 9 grants for funding to the County Commissioners. Of these, three are region-wide activities and six are community-based projects.

Regional vs. community projects:

Regional projects:	\$ 234,883
Community projects:	\$ 492,924

Funding by project type:

Public Services	\$ 135,000
Public Facilities & Infrastructure	\$ 407,589
Housing	\$ 185,218
County Administration	\$ 205,000



Project & Funding Recommendations

Public Services

County-wide Through These Doors- DV Outreach Advocacy Services \$25,000

Through These Doors (TTD), the local domestic violence resource center serving Cumberland County is requesting funding for the Domestic Violence Outreach Advocacy Services program. The funds would support a .5FTE advocate position to provide advocacy and support services to individuals and their families who are experiencing domestic violence, dating violence, sex trafficking, and/or stalking within their intimate partner relationships. This program would extend support services to all communities in Cumberland County (except for Bridgton, Brunswick, Portland, and South Portland).

Through These Doors would offer free and confidential advocacy and support services such as access to support groups (online and in-person), 24-hr helpline, residential services, assistance navigating the civil and criminal justice system including helping filing protection from abuse orders, safety planning, and warm referrals to other community resources. An additional priority would be to assist survivors and their children stay safely housed by working with other community resources, housing assistance programs, and other grant/foundation resources. All these services provided by advocates would help individuals build the supportive resources needed in creating a safe, suitable livable environment.

Each year, the Greater Portland Outreach Site office provides advocacy and support services to approximately 600+ individuals and families. The advocate based in the Greater Portland Site office would provide advocacy and support services to 200+ individuals throughout Cumberland County during this grant cycle. In addition, the advocate would participate in answering daytime helpline calls 2-3x a month, assist people in filing protection orders, attend protection from abuse/harassment hearings to support survivors, safety plan and continue to build larger support networks for individuals accessing our services.

County-wide SMAA Meals on Wheels Program

\$20,000

The Meals on Wheels program of the Southern Maine Agency on Aging provides nutritious meals for homebound seniors. All meals provided through our Meals on Wheels program are approved by a Maine registered dietitian. The food is prepared in USDA inspected kitchens through a local Maine company and each meal is designed to meet one-third Federal Dietary Reference Intake (DRI) for a healthy and balanced diet. Meals come in options that address several different dietary and medical needs as well as culturally-sensitive meals.

All Cumberland County residents 60 and older who live without access to regular meals, or the ability to prepare adequate meals, are eligible to participate in the program. SMAA has operated in this region for 50 years and relies on our strong staff and corps of 200+ Meals on Wheels volunteers to provide the service efficiently and consistently across all of southern Maine.

During the Cumberland County Community Development Block Grant Program funding year of July 1, 2024–June 30, 2025, SMAA anticipates serving 113,007 home-delivered meals to 917 Cumberland County senior residents.



<u>Freeport/Westbrook - Quality Housing Coalition- Project HOME</u>

\$ 33,626

Funding from the County CDBG Program will support continued implementation of Quality Housing Coalition's Project HOME approach in Freeport and Westbrook. Project HOME unlocks access to Maine's existing housing stock for historically marginalized low-income tenants. This approach is powered by partnerships with landlords and nonprofit housing providers, housing readiness programs, prospective tenants, current tenants, community volunteers, schools, municipalities, and government agencies. Project HOME uses two key strategies, which are outlined below.

- 1. Supportive Services Coupled with Permanent Housing: Project HOME utilizes a collaborative supportive housing approach to meet and coordinate the needs of clients. We partner with social service agencies, subsidy programs, and landlords to do our work and focus on strengthening landlord-tenant relationships and increasing tenant agency. Project HOME staff work with each individual or family to assess needs and develop an individualized housing stabilization plan.
- 2. Increasing Affordable Rental Units Available to Low-Income Households: Project HOME does this by partnering with private landlords who historically have not allowed low-income tenants with subsidies to rent their apartments. Project HOME recruits landlords using our risk mitigation and rental support fund. This enables us to provide landlords with a financial guarantee for damages and unpaid rent. Project HOME also provides 24/7 coverage for lease violations.

Project HOME is implemented by a skilled team that is reflective of and trusted within the communities we serve. Project HOME Manager Lucas Schrage has expertise working with Section 8 and General Assistance subsidies and is growing Project HOME landlord partnerships statewide. He guides the work of Project HOME's team of Housing Navigators. Project HOME serves low and extremely low-income individuals and families who are experiencing homelessness. Approximately 70% of our clients are immigrants and refugees —a majority of whom are asylum seeking mothers and children. Roughly 70% of our clients are BIPOC (Black, Indigenous, and people of color). Project HOME also works with individuals and families that have experienced generational poverty here in Maine and are struggling to care for their children. They include young people who have spent time in the foster care system and people with substance use disorders. Because of their backgrounds and identities, the communities served by Project HOME tend to be screened out during a mainstream rental application process for factors like criminal records, low and no credit scores, a lack of references, involvement with child protective and juvenile justice systems, and use of vouchers for payment.

Westbrook Intercultural Community Center- Family CARES Plus \$51,709

The Intercultural Community Center (ICC) was founded in 2014 to support the lives of immigrants by providing free education, health, and social services for families in Westbrook and surrounding communities. With previous support from CDBG, ICC strengthened its Adult Education Program for New Mainer adults and their families. Our new Family CARES Plus project will build upon these direct educational opportunities by expanding to education, health and social opportunities through workshops and guest speakers. Family CARES Plus will be managed by our Executive Director, Adult Program Coordinator, Development Associate, and TEFL-certified English teacher.

One of the many aspects of expanding our services is to address the digital and technological inequality experienced by our adults and families. In partnership with the National Digital Equity Center (NDEC), ICC will offer interpreted workshops related to digital literacy and how to use basic computers and smartphones. Addressing digital literacy amongst New Mainers will allow adults and their families to access critical community resources. Along with digital literacy, our project will



include public transit access and education. With assistance from the Greater Portland Council of Governments (GPCOG), we will partner up with multilingual Bus Ambassadors to educate New Mainers how to navigate and utilize public transportation. By hosting public transit workshops, this allows our community members to be able to access important community resources and services outside office hours.

As for the public health component of our Family CARES Plus program, our program seeks to address the physical and mental health and wellness of our community. This will include cooking classes with SNAP-Ed, weekly conversational support for older New Mainers, and local field trips to outdoor parks and businesses. Including a physical and mental health and wellness component will provide necessary connection to one another and decrease the likelihood of loneliness and isolation amongst New Mainers. Furthermore, ICC plans to strengthen its community partnership with Portland Public Health to increase public health workshops and community resources.

Housing

County-Wide Habitat for Humanity- Home Repair Program

\$ 185,218

Habitat offers health and safety repairs to local homeowners (all of whom make less than 80% of AMI) who wouldn't be able to afford said repairs on their own. With an extremely tight housing market in Cumberland County, these repairs that allow low/moderate income homeowners to remain in their homes is more critical than ever. They are expecting to repair 75 homes next year. At minimal to no cost for the homeowner.

Public Facilities & Infrastructure

Casco - Recreation Area Bathrooms

\$100,000

The Town of Casco is requesting CDBG funding to support the addition of a permanent ADA-compliant public bathroom facilities within the Casco Community Park. To provide this amenity, a dedicated building would be constructed on the existing park grounds, along with the installation of water lines and a septic system.

The Casco Community Park was constructed in a phased approach between January of 2017 and July 2022 to meet the previously identified need for a public recreational facility in the Town of Casco. The Park currently provides access to an irrigated baseball/softball field & multi-use field with scoreboards and outdoor lighting, walking trail, pavilion, concession stand, playground area and accessible parking. Over the past several years, the Town of Casco has invested approximately one-million dollars into the design, development and successful promotion of the Community Park as a Town-wide resource. As a result, the Park has become a popular and heavily utilized recreational venue.

With the addition of the new bathroom facility, the Casco Community Park will be able to accommodate residents who are not currently able to take full advantage of this resource due to bathroom accessibility and health concerns. Families and individuals of all ages and abilities will be able to enjoy the Park once this identified barrier to access is addressed. The proposed design is for a 384 square foot (24' x 16') facility located on the current park grounds. Men's and women's



sections would both provide access to two toilets, sinks and infant changing stations. Construction of this facility and all contractor work will be overseen by the Town Manager and Public Works Department. Once completed and fully operational, the facility would then fall under the purview of the Casco Parks & Recreation Department who oversees and monitors all Community Park resources and activities.

<u>Long Island – Mariner's Wharf Improvements</u>

\$60.000

Long Island plans to replace and/or restore the wave screen on the Northeasterly side of the wharf as well as to extend it. This is necessary to protect the new floats and ramp installed in the first phase of the Mariners Wharf restoration project. The town has accumulated a total of \$927,000 for the construction work that will be required. This CDBG grant application is for the engineering/design services that are necessary prior to any construction activity.

Beneficiaries of this project include the island residents, year-round and seasonal, visitors, utility companies, public transit providers, contractors, lobstermen, and recreational/transient boaters. Many of the residents of Long Island are elderly and of failing health. The wave screens will make it safer for them to be transported by the town rescue boat during adverse weather conditions.

The town's Waterfront Committee is in place for the project. Permitting and environmental releases have already been secured. GEI Consultants is the engineering/design firm that constructed an underwater marine survey of the structure. In earlier phases of this restoration work, preliminary drawings were undertaken.

Westbrook FBC Love Westbrook ADA Building repairs

\$ 123.589

LoveWestbrook is a vital community partner, offering rent-free space to organizations like the Westbrook Safety and Mobility Committee, The Westbrook Community Housing Coalition, The Locker Project, and Alcoholics Anonymous. Dedicated to supporting initiatives that benefit Westbrook, our community space facilitates various programs, including free community suppers, addiction recovery group meetings, a weekly food pantry, a furniture room, mattresses for the recently housed, resources for new Mainers, and support services for the unhoused, making a substantial impact.

Our current facility's age and design present barriers for individuals with disabilities, hindering their participation in our programs. We recognize the critical need to achieve ADA compliance and having limited resources, we can only accomplish this goal with significant financial help. Realizing that ours is an enormous ask with the largest cost being the installation of an elevator, we have broken our project goals into three phases. We have provided two budget scenarios: Funding for Phases 1, 2, and 3 and funding for Phases 1 and 2.

The MOC has recommended funding for Phase 1 & 2 which include:

Phase 1: Entrance ramp upgrade, replacement of front doors with push-button access, electric upgrades to meet current codes with emergency lighting, marked exits, and replacement of aging components.

Phase 2: Addition of ADA restrooms on the first floor and redesign of basement bathroom to include accessibility and a shower facility allowing us to host visiting work teams and assist the unhoused.



Yarmouth Community Center Sprinkler System

\$124,000

In 2020, the Yarmouth Community Center (YCC), a local private nonprofit, successfully raised nearly \$350,000 to transform the basement of Yarmouth's Masonic Hall into a multifaceted community and social service hub. That effort was the first of a multi-phase redevelopment that the YCC hopes will result in an addition to the existing structure that will house Yarmouth's food pantry, medical loan closet, senior advocacy program and other critical public services. There is not enough suitable space in Yarmouth to house all of the services required by the LMI/Senior population in the town. As a result, since it opened in early 2021, YCC has been home to a broad range of social services available to LMI and Senior populations and has become a central part of the town's effo1ts to serve those populations. Activities include, but are not limited to, community meetings for seniors, senior fitness programming, non-profit fundraising events, meal preparation for the underhoused, and emergency warming during unexpected power outages and storms. Usage of the YCC for the above purposes has grown significantly since the first phase of renovations was completed. Due to the dearth of appropriate facilities in the town, the total YCC usage has increased to approximately 39% of total hours available since the facility opened in 2021, with over 52% of those hours of usage classified as low to moderate income. Preliminary estimates for 2024 show that community utilization is expected to increase by 50% in 2024. The YCC Board of Directors, Yarmouth Community Services and other local non-profit organizations have collaborated effectively to provide the services listed above and are actively working together to further expand the service to better suppo11 those in need in our community.

The Town of Yarmouth, on behalf of the Yarmouth Community Center, is respectfully requesting \$124,000 in CDBG funds to extend a 6' water main approximately 160 feet from Mill Street to the site and to install a sprinkler system throughout the entire facility as well as replace the existing roof shingles that are beyond their service life.



Bridgton & South Portland Programs

The program and activities conducted in the two set-aside communities of Bridgton and South Portland are integral components of the Cumberland County Community Development program. While not participants in the County application competition, their projects, activities, funds, planning, administration and regulatory compliance are integrated with the County's program.

Town of Bridgton:

2024 Set-Aside Allocation

\$190,771

The Bridgton Board of Selectman held a public hearing on March 12th on the following funding recommendations from Bridgton's Community Development Advisory Committee. Once all public comment was received, the Bridgton Board of Selectmen approved the budget and contingency plan as recommended.

Public Facilities/Infrastructure	\$125,000
Church Street Sidewalk Phase II	\$ 125,000
<u>Public Services</u>	\$ 28,615
Community Center Navigator Program	\$ 17,680
Bridgton Food Pantry	\$ 10,935
Admin and Planning	\$ 37,156
Program Administration	\$ 37,156

City of South Portland:

2024 Set-Aside Allocation	\$423,936
Prior Year Unallocated Funds	\$169,964

The City of South Portland continues to operate their CDBG program much as they did prior to relinquishing HUD Entitlement status in 2007. Coordination between South Portland and the County, particularly on administrative matters occurs on a regular and on-going basis. Courtney Kemp serves as the Community Development Coordinator in both Cumberland County and South Portland. South Portland finalized its selection of CDBG funded programs, projects and activities at their City Council meeting on March 7, 2024.

Public Facilities/Infrastructure	\$277,900
Church Street Sidewalk Improvements	\$ 277.900



<u>Housi</u>	<u>ng</u>	\$18,000
	Port Resources Ramp Renovations	\$ 18,000
Public	: Services	\$63,000

1 ubile services	\$03,000
TTD- Domestic Violence Outreach Support Services	\$ 10,000
TOA - Redbank Hub	\$ 25,000
South Portland Lock Box Loaner Program	\$ 3,915
GPFP- Housing Stabilization Program	\$ 24,085
Admin and Planning	\$ 65,036
Program Administration	\$ 65,036

HOME Program Consortium

All the communities of Cumberland County including Portland, Brunswick and the 25 members of our Community Development program have formed the City of Portland/Cumberland County HOME Consortium. Portland serves as the lead entity for the Consortium. All administrative and program delivery services are conducted by the City

Unlike CDBG, HOME funds can only be used for four types housing activities: housing rehabilitation, home ownership assistance, tenant based rental assistance and new construction of rental or ownership housing. Cumberland County uses 100% of our portion of the allocation for affordable housing development, our funds are used as leverage when affordable housing developers seek LIHTC and other funding sources. This year the County has \$110,371 in program income to add to the 2024 formula allocation of HOME funds.

\$ 401,411
\$ 380,144
\$ 89,660
\$871,215

Program Year 2024 CDBG Annual Action Plan Summary						
Grantee	Activity		Request		Recommendations	
Public Infrastructure & Facilities					810,489.00	
Bridgton	Church St. Sidewalk Phase II	\$	125,000.00	\$	125,000.00	
Casco	Recreation Area Bathrooms	\$	100,000.00	\$	100,000.00	
Long Island	Mariner's Wharf Improvements	\$	67,000.00	\$	60,000.00	
Westbrook	FBC Love Westbrook ADA Repairs	**(\$370,279.00	\$	123,589.00	
Yarmouth	Yarmouth Community Center Sprinkler System	\$	124,000.00	\$	124,000.00	
South Portland	Church St. Sidewalk Renovations	\$	277,900.00	\$	277,900.00	
Housing				\$	203,218.00	
Cumberland County	Habitat for Humanity - Critical Home Repair	\$	225,000.00	\$	185,218.00	
South Portland	Port Resources Ramp Renovations	\$	18,000.00	\$	18,000.00	
Public Service				\$	226,615.00	
County wide	SMAA- Meals on Wheels	\$	20,000.00	\$	20,000.00	
County wide	TDD Domestic Violence Outreach Advocate Servi	\$	29,665.00	\$	29,665.00	
Freeport/Westbrook	QHC - Project HOME	\$	33,626.00	\$	33,626.00	
Westbrook	ICC - Family CARES Plus	\$	75,000.00	\$	51,709.00	
South Portland	Resource HUB Admin Hours	\$	25,000.00	\$	25,000.00	
South Portland	Lock-Box Loaner Program	\$	3,915.00	\$	3,915.00	
South Portland	GPFP Homeless Prevention	\$	24,085.00	\$	24,085.00	
South Portland	TTD DV Advocacy Support Services	\$	10,000.00	\$	10,000.00	
Bridgton	Community Center Navigator Program	\$	17,680.00	\$	17,680.00	
Bridgton	Food Pantry	\$	20,000.00	\$	10,935.00	
Program Administration	on			\$	307,192.00	
Bridgton	Administration	\$	40,000.00	\$	37,156.00	
South Portland	Administration	\$	65,036.00	\$	65,036.00	
County	Administration	\$	205,000.00	\$	205,000.00	
	Total Recommended for Funding:			\$	1,547,514.00	
Estimated Formula Allocation:					1,547,514.00	
South Portland Allocation					423,936.00	
	County Allocation			\$ \$	932,807.00	
	Bridgton Allocation			\$	190,771.00	

Contingency Plans:

Bridgton Projects: If funds are higher than expected, fully fund all projects with any additional funds going to the Church Street Sidewalk Improvements Phase II. If less funds are available, fund the Navigator program first, followed by the Bridgton Food Pantry program, up to the Public Services cap of 20% with the remaining funds going to the Church Street Sidewalk Improvements.

Cumberland County Projects: If funds are higher than expected, fully fund any partially funded project in the following order; starting with Habitat for Humanity up to \$199,000, then moving to the next highest scoring activity in the both the Public Service and Infrastructure categories. Funding for FBC will remain the same. If less funds are available, cut all funded projects by an equal percentage.

South Portland Projects: If funds are higher than expected, Greater Portland Family Promise will receive all additional funds up to the 20% Public Service cap followed by Church St Sidewalk Renovations. If less funds are available, equal cut The Opportunity Alliance, Greater Portland Family Promise and the Church St. Sidewalk projects.



Consolidated Annual Action Plan

July 1, 2024 – June 30, 2025

30 Day Public Comment Period: April 8, 2024 – May 8, 2024

Submit Written Comments to:
Community Development Office
Cumberland County Executive Department
142 Federal Street, rm 109
Portland, Maine, 04101
or
styles@cumberlandcounty.org

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

In program year 2024, the Cumberland County Community Development program will fund public facilities, infrastructure, housing, public services, planning, and administration with Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. In order to select projects for funding, the program and its set-aside communities of South Portland and Bridgton, all conducted competitive grant application processes.

2. Summarize the objectives and outcomes identified in the Plan

Cumberland County's 2024 Action Plan is consistent with the goals and objectives outlined in the 2022-2026 Five Year Consolidated Plan. The 2024 Cumberland County CDBG projects will address the primary objective of improving the quality of life for Cumberland County residents by providing decent affordable housing, creating suitable living environments, and creating economic opportunities.

The following table identities all of the projects that will be funded in PY24. It is important to note that as of mid-March, the County has not received a final allocation from HUD. Therefore, the County, along with South Portland and Bridgton, have created a contingency plan in case the final allocation is higher lower than last year's budget. The Contingency Plan is as follows:

Bridgton Projects: If funds are higher than expected, fully fund all projects with any additional funds going to the Church Street Sidewalk Improvements Phase II. If less funds are available, fund the Navigator program first, followed by the Bridgton Food Pantry program, up to the Public Services cap of 20% with the remaining funds going to the Church Street Sidewalk Improvements.

Cumberland County Projects: If funds are higher than expected, fully fund any partially funded project in the following order; starting with Habitat for Humanity up to \$199,000, then moving to the next highest scoring activity in the both the Public Service and Infrastructure categories. Funding for FBC will remain the same. If less funds are available, cut all funded projects by an equal percentage.

South Portland Projects: If funds are higher than expected, Greater Portland Family Promise will receive all additional funds up to the 20% Public Service cap followed by Church St Sidewalk Renovations. If less funds are available, equal cut The Opportunity Alliance, Greater Portland Family Promise and the Church St. Sidewalk projects.

Annual Action Plan 2024

2024 Allocation Plan Summary

Pro	ogram Year 2024 CDBG Annual Actio	on l	Plan Sumn	nar	у
Grantee	Activity		Request		Recommendation
Public Infrastructure & Facilities					805,489.0
Bridgton	Church St. Sidewalk Phase II	\$	125,000.00	\$	120,000.0
Casco	Recreation Area Bathrooms	5	100,000.00	\$	100,000.0
Long Island	Mariner's Wharf Improvements	5	67,000.00	\$	60,000.0
Westbrook	FBC Love Westbrook ADA Repairs	**5	370,279.00	\$	123,589.0
Yarmouth	Yarmouth Community Center Sprinkler System	5	124,000.00	\$	124,000.0
South Portland	Church St. Sidewalk Renovations	5	277,900.00	\$	277,900.0
Housing				\$	203,218.0
Cumberland County	Habitat for Humanity - Critical Home Repair	5	225,000:00	\$	185,218.0
South Portland	Port Resources Ramp Renovations	5	18,000.00	\$	18,000.0
Public Service				\$	233,000.0
County wide	SMAA- Meals on Wheels	5	20,000.00	\$	20,000.0
County wide	TDD Domestic Violence Outreach Advocate Service	\$	29,665.00	\$	29,665.0
Freeport/Westbrook	QHC - Project HOME	5	33,626.00	\$	33,626.0
Westbrook	ICC - Family CARES Plus	5	75,000.00	\$	51,709.0
South Portland	Resource HUB Admin Hours	5	25,000.00	\$	25,000.0
South Portland	Lock-Box Loaner Program	5	3,915.00	\$	3,915.0
South Portland	GPFP Homeless Prevention	5	24,085.00	\$	24,085.0
South Portland	TTD DV Advocacy Support Services	5	10,000.00	\$	10,000.0
Bridgton	Community Center Navigator Program	5	17,680.00	\$	17,680.0
Bridgton	Food Pantry	\$	20,000.00	\$	17,320.0
Program Administration	on			\$	305,807.0
Bridgton	Administration	\$	40,000.00	\$	35,771.0
South Portland	Administration	5	65,036.00	\$	65,036.0
County	Administration	\$	205,000.00	\$	205,000.0
	Total Recommended for Funding:			\$	1,547,514.0
Estimated Formula Allocation:				\$	1,547,514.0
South Portland Allocation				\$	423,936.0
County Allocation				\$	932,807.0
	Bridgton Allocation			\$	190,771.0

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Since the Cumberland County program's inception, it has successfully funded improvements to public facilities and infrastructure, public services, housing rehabilitation, planning, economic development, and administration. The Cumberland County program encompasses a large geography in the most populous area of the state with a variety of urban, suburban, rural, and island communities. As a result, the program has focused on continuing to fund this broad range of activities to accommodate the diverse and varied needs of its jurisdiction.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Cumberland County, South Portland, and Bridgton all conducted open, public processes for grant selection. These multiple processes work to broaden public participation in the program by incorporating multiple communities and committees in the process.

Cumberland County's Application Review Team scored and ranked applications from the 23 member communities. In addition to their other meetings, they held a public meeting on February 14, 2024 in which applicants presented their projects to the Team and were available to answer questions. The Municipal Oversight Committee then reviewed and approved the Review Team's recommendations at a meeting on March 21st.

In South Portland the Community Development Advisory Committee (CDAC) reviewed applications, conducted a public hearing where applicants presented and answered questions about their request on February and made recommendations to the City Council, which approved their recommendations on March 7th.

In Bridgton, the Community Development Committee reviewed public service applications and interviewed applicants in February and developed funding recommendations for the Board of Selectmen. Staff and the BOS also developed funding recommendations for facilities and infrastructure projects. On March 12, the BOS held a public hearing and voted to approve the recommendations.

All funding recommendations then went to public hearings before the County Commissioners on April 8th and May 13th receiving final approval on May 13th. Public notice of these meetings and the public comment period was printed in the Sentry New Papers on March 28th.

5. Summary of public comments

Annual Action Plan 2024 3

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Public comments will be added once the public meetings and public comment period are closed.

6. Summary of comments or views not accepted and the reasons for not accepting them

We anticipate accepting all public comments.

7. Summary

A summary of all public comments will be added once the public comment period and public hearings are completed.



PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	CUMBERLAND COUNTY	
CDBG Administrator	CUMBERLAND COUNTY	Community Development Department
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative

Consolidated Plan Public Contact Information

Kristin Styles

Community Development Director, Cumberland County

142 Federal Street, Room 109

Portland ME, 04101

207-699-1906

Annual Action Plan 2024

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

Community Development staff strive to create an open line of communication and coordination with all communities in our program jurisdiction, organizations serving our region, and housing authorities located in the CCEJ.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

In 2024, Cumberland County will be funding several programs that link affordable housing and services.

- 1. The CDBG funded Meal on Wheels program is operated by the South Maine Agency on Aging. They do a thorough assessment of all clients every 6 months. Over many years they have created a mega database of all services and resources available within the region, with the goal of helping their clients with housing, mental & physical health, heating assistance and so on.
- 2. South Portland HUB- The program is operated by Cumberland County's CAP agency- The Opportunity Alliance. The HUB is located in a LMI section of South Portland that serves many new American families. The coordinator at the HUB not only offers local and state resources to anyone in need, she also works with the community to provide application and translation assistance to help in the elimination of barriers facing many new Americans.
- 3. Bridgton Community Resource Navigator- this program is well established and trusted within the Bridgton community. Members of the community turn to their program, often as the first step in seeking help, for a wide array of issues. The navigator helps to connect community member to resources from housing, to mental health and substances use, domestic violence services, basic needs services and more.
- 4. Through These Doors is Domestic Violence program but they connect victims of violence to the housing, counseling, mental health, and basic needs services they need in order to move to safety.

It is important to note, that while not funded through CDBG, Cumberland County created a Public Health Department in 2022. The department consists of 5-9 staff focusing on different areas of public health, including mental health and substance use. The Community Development Department and the Public Health Department work closely to insure CDBG funded programs are aligning with the County's Community Health Improvement Plan.

Annual Action Plan 2024 Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Portland, a recipient of ESG and Continuum of Care funds, is the primary homeless services center in the region. A Family, adult and teen shelters and services have all traditionally been located in Portland, with none located in the Cumberland County Entitlement Jurisdiction (CCEJ). Since 2020, the number of individuals in need of homeless services has exceeded the City of Portland's capacity and ability to service all of them. The surrounding communities, located in the CCEJ now have hotels and other buildings acting as temporary shelters to help with the overflow. The level of coordination between towns, service providers, the Cities of Portland, South Portland, and Westbrook, as well as the CoC is significantly higher than it has been in the past. This issue is no longer being seen as a Portland problem and is now recognized as needing a regional solution.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Cumberland County is not a recipient of ESG funds but the Community Development staff have served on the review and scoring committee for the State Continuum of Care application process in past years. By doing this the staff is informed about the new or continued services that will be available to Cumberland County residence through CoC funding.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Opportunity Alliance
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Opportunity Alliance which is the Community Action Agency for all communities within the CCEJ. County Staff have a working relationship with TOA Staff, we coordinate on Homeless Prevention services and worked closely on the coordination of CARES Act funds related to rental assistance.
2	Agency/Group/Organization	CITY OF PORTLAND
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	County Staff coordinates with City of Portland staff to address the needs of the various homeless populations and housing needs.
3	Agency/Group/Organization	Through These Doors
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless

	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community Development Staff consulted Through Theses Doors about the needs and available services for domestic violence victims and victims of elder abuse in Cumberland County.
4	Agency/Group/Organization	HABITAT FOR HUMANITY OF GREATER PORTLAND
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Habitat for Humanity was consulted to better understand the housing need they see in Cumberland County.
5	Agency/Group/Organization	Greater Portland Council of Governments
	Agency/Group/Organization Type	Planning organization
	What section of the Plan was addressed by Consultation?	Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff consulted with GPCOG about needs and trends they are seeing throughout Cumberland County
1		
6	Agency/Group/Organization	WESTBROOK DEVELOPMENT CORPORATION
6	Agency/Group/Organization Agency/Group/Organization Type	PHA PHA

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff consulted with Westbrook Housing Authority about potential projects and the housing needs they see within the community.
7	Agency/Group/Organization	South Portland Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff are working with SPHA on multiple affordable housing development projects. County Staff also work closely with the SPHA staff on the Housing needs and trends they are seeing in the South Portland Community.
8	Agency/Group/Organization	SOUTHERN MAINE ON AGENCY ON AGING
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Aging population strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff consulted the Southern Maine Agency on Aging regarding the Meals on Wheels program and strategies to help with the aging population in Cumberland County.

Identify any Agency Types not consulted and provide rationale for not consulting

Staff make an effort to consult with all relevant agencies working with LMI individuals and families across Cumberland County.

In the Fall of 2020 the County Community Development Office brought on an AmericaCorp Volunteer that is part of GPCOG's ResilianceCorp program. One of the main goals of this AmericaCorp volunteer was to reach out to non-profit organizations working with Low/Mod income individuals and families in the CCEJ. This volunteer conducted dozens of phone interviews, targeted surveys, emails, and video conferences with public service providers and various stakeholders in Cumberland County. The completion of the volunteer's outreach efforts will help to shape the County's 2022-2026 5 Year Consolidated Plan that will be submitted next May. Additionally, Staff encourage and welcome all organizations in the County to connect with the Community Development Department and collaborate on ideas, plans, and information as much as possible.

Annual Action Plan

10

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Maine Continuum of	The Maine Continuum of Care, merged with the Portland CoC in 2017. There is now one
		Continuum of Care serving all of Maine. The Maine CoC has a goal of ending homelessness
	Care	across the State.

Table 3 - Other local / regional / federal planning efforts

Narrative



AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Cumberland County, the City of South Portland, and the Town of Bridgton each conduct their own public process to identify funding priorities.

Cumberland County had an open application process, in which a sub-group from the Municipal Oversight Committee (MOC) reviewed applications and made funding recommendations.

In South Portland, the Community Development Advisory Committee (CDAC) reviewed applications and made recommendations to the South Portland City Council for approval.

In Bridgton, the Community Development Committee (CDC) reviewed applications and made recommendations to the Board of Selectmen for approval.

All project selections along with the PY24 Action Plan then went to the County Commissioners for final approval on April 8th and May 13th.



Citizen Participation Outreach

Sort Or der	Mode of Out reach	Target of Out reach	Summary of response/atten dance	Summary of comments rec eived	Summary of com ments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non- targeted/broa d community	The County Commissioners held two public meetings, one on April 8th and May 13th to discuss the 2024 Annual Action Plan and CDBG allocation recommendatio ns	While the meeting was open for public comment- no member of the public choose to speak on this item.	N/A	https://www.cumberlandcounty.org/Agend aCenter/County-Commissioners-5/

Sort Or der	Mode of Out reach	Target of Out reach	Summary of response/atten dance	Summary of comments rec eived	Summary of com ments not accepted and reasons	URL (If applicable)
3	Newspaper Ad	Non- targeted/broa d community	A notice posted in the Sentry New Papers throughout Cumberland County listing the time and date of the public hearings and public comment period for the 2024 Annual Action Plan	This section will be completed after the comment period has ended	N/A	
4	Public Hearing	Non- targeted/broa d community	The South Portland City Council held a public meeting and public hearing on the South Portland CDBG Allocations on March 7th.	No member of the public choose to speak on this item	n/a	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Throughout the planning process, Cumberland County assumes level funding from previous year until told the final allocation. HUD has not released the 2024 formula allocations, therefore Cumberland County, South Portland and Bridgton based the estimated allocation on last year while creating a contingency plan for more or less funding. In early March the Municipal Oversight Committee, South Portland's City Council, and Bridgton's Board of Selectmen approved the proposed CDBG activity recommendations including the proposed contingency plans. Cumberland County will receive an estimated \$1,547,514 in PY24 formula allocation from HUD.

Anticipated Resources

Program	Source of	Uses of Funds	Expe	Expected Amount Available Year 1			Expected	Narrative Description
	Funds		Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	Amount Available Remainder of ConPlan \$	
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements						For PY24 Cumberland County does not anticipate using any prior year program funds
		Public Services	1,547,514	0		1,547,514	3,000,000	

Table 5 - Expected Resources - Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

While there are no federal matching requirements for CDBG program funds, the CCEJ requires a match of at least 20% from local or private sources. South Portland requires a minimum of a 10% match from for all CDBG applicants. Bridgton does have match requirements, but highly encourages all applicants to seek match funds. All three review team committees favor projects that demonstrate and effort to secure matching funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

While Cumberland County does not intended to use any land or property owned by the County, each town and city located within the CCEJ is encouraged to look at available land and property to address the needs of low and moderate income families within their geographic areas.

Discussion

Throughout the planning process, Cumberland County assumes level funding from previous year until told the final allocation. HUD has not released the 2024 formula allocations, therefore Cumberland County, South Portland and Bridgton based the estimated allocation on last year while creating a contingency plan for more or less funding. In early March the Municipal Oversight Committee, South Portland's City Council, and Bridgton's Board of Selectmen approved the proposed CDBG activity recommendations including the proposed contingency plans. Cumberland County will receive an estimated \$1,547,514 in PY24 formula allocation from HUD.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort	Goal Name	Start	End	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
Order		Year	Year					
1	Public Facilities	2022	2026	Non-Housing	Eligible Census	Public	CDBG:	Public Facility or Infrastructure
	and Infrastructure			Community	Block Groups	Infrastructure and	\$805,489.00	Activities other than
				Development	City of South	Facilities		Low/Moderate Income Housing
					Portland			Benefit:
					Town of			
					Bridgton			
2	Housing	2022	2026	Affordable Housing	Cumberland	Housing	CDBG:	Homeowner Housing
	Rehabilitation				County	Rehabilitation	\$203,218.00	Rehabilitated: 75 Household
								Housing Unit
3	Public Services	2022	2026	Homeless	Cumberland	Public Services	CDBG:	Public service activities other
				Non-Housing	County		\$233,000	than Low/Moderate Income
				Community	City of South			Housing Benefit: 5585 Persons
				Development	Portland			Assisted
					Town of			Public service activities for
					Bridgton			Low/Moderate Income Housing
								Benefit: 50 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	1 Goal Name Public Facilities and Infrastructure				
	Goal Description	The County will take on 6 public facilities projects in Program Year 2024. The projects are located in South Portland (1 Projects), Westbrook, Casco, Long Island, Yarmouth, and Bridgton			
2	Goal Name	Name Housing Rehabilitation			
	Goal Description	Cumberland County will take on Housing related programs this year. One is County Wide- Habitat for Humanity, the other is a group home repair in South Portland			
3	Goal Name	Public Services			
	Goal Description	Cumberland County will take on 10 Public Services projects this year located throughout Cumberland County.			

AP-35 Projects - 91.420, 91.220(d)

Introduction

The Community Development Block Grant (CDBG) program will enable Cumberland County to channel an estimated \$1,547,514 of new 2024 funding resources into public facilities, public infrastructure, housing, and public services to benefit low/moderate income communities and residents.

With its 2024 CDBG program allocation, Cumberland County plans to expend \$805,489.00 for Public Facilities & Public Infrastructure; \$203,218 for Housing Activities; \$233,000 for Public Services; and \$305,807.00 for Program Administration.

In total, 100% of the CDBG project funds (excluding planning/admin activities) will serve low and moderate income persons, either directly through services or indirectly by improvements to low and moderate income neighborhoods.

#	Project Name
1	CDBG Administration 2024
2	Public Facilities and Infrastructure 2024
3	Housing Rehab 2024
4	Public Services 2024

Table 7 - Project Information

AP-38 Project Summary

Project Summary Information

1	Project Name	CDBG Administration 2024
	Target Area	
	Goals Supported	Community Planning and Admin
	Needs Addressed	Planning
	Funding	CDBG: \$305,807.00
	Description	Administration of the CDBG program
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	The is for the administration of the program- no families will directly benefit from this.
	Location Description	Cumberland County Courthouse: 142 Federal St, Portland, ME 04101
	Planned Activities	Administration of the CDBG program
2	Project Name	Public Facilities and Infrastructure 2024
	Target Area	Eligible Census Block Groups City of South Portland Town of Bridgton
	Goals Supported	Public Facilities and Infrastructure
	Needs Addressed	Public Infrastructure and Facilities
	Funding	CDBG: \$805,489.00
	Description	Public Facilities and Infrastructure projects, all located within Low/Moderate income census tracks located within the following Towns/Cities: South Portland, Bridgton, Casco, Yarmouth, Long Island, and Westbrook
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 22,100 living in LMI census tracts will benefit from the proposed programs
	Location Description	The proposed activities will take place in the Town/Cities of South Portland, Bridgton, Casco, Yarmouth, Long Island, and Westbrook

	Planned Activities	
3	Project Name	Housing Rehab 2024
	Target Area	Cumberland County
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Housing Rehabilitation
	Funding	CDBG: \$203,000
	Description	Habitat for Humanity - Critical Home Repair program and South Portland-Port Resources Group Home repair. Both programs will service Low/Moderate income households in need of a ramp or critical home repairs.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 75 LMI households will benefit from the proposed activities.
	Location Description	The addresses of the direct beneficiaries will be determined during the application process for both activities.
	Planned Activities	Habitat for Humanity - Critical Home Repair program and South Portland-Port Resources Group Home repair. Both programs will service Low/Moderate income households in need of a ramp or critical home repairs.
4	Project Name	Public Services 2024
	Target Area	Cumberland County City of South Portland Town of Bridgton
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$233,000
	Description	Two public services projects will take place specifically in Bridgton, 4 in South Portland, and 4 in the CCEJ. All 10 projects will service Low/Mod Clientele in need of resources, including: food, housing services, domestic violence services, and recreation
	Target Date	6/30/2025



P-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG will be funding activities in qualifying census tracts in the following Cities/Towns: Bridgton; Casco; Long Island; South Portland; Westbrook; and Yarmouth.

In addition to the projects taking place within Low/Mod census tracts in the above listed Towns/Cities, Cumberland County will be funded 5 projects that cover the entire CCEJ and directly serve households or individuals that qualify as low/moderate income.

Geographic Distribution

Target Area	Percentage of Funds
Cumberland County	36
Eligible Census Block Groups	23
City of South Portland	29
Town of Bridgton	12

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

- 1) South Portland receives a set-aside of CDBG funds. Redbank, or the West End, is the poorest neighborhood in the city: over 71% of households are low-income, it has the largest concentration of new American families, and consists of predominantly rental housing. The city will focus its resources on improving Westbrook Street in this neighborhood, as well as continuing to fund the Redbank Hub resource center.
- 2) Bridgton also receives a set-aside of CDBG funds. 50.36% of households are low-income. The community is concentrating efforts to improve public infrastructure and focus as much funds an allowed under the 15% public services cap on helping LMI families in the Town.
- 3) Many of our towns have a large income disparities that are not reflected in the LMI data. Because of this, Cumberland County tries to focus our resources on LMI individuals and families as oppose to concentrating solely LMAs.



Annual Action Plan 2024

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

Cumberland County, along with the City of Portland hired a consultant to complete an Analysis of Impediments to Fair Housing Study for Cumberland County. As part of this analysis, the consultant looked a barriers to affordable housing in Cumberland County. Additionally, several towns and the Greater Portland Council on Government have completed studies related to the barriers of affordable housing, particularly in the Greater Portland area. The main take away from all of these studies is cost and supply. The housing prices, particularly in the Greater Portland Area have made it increase difficult to find affordable housing. The lack of supply is seen as one of the largest factors to driving up the cost. Other key finding includes restrictive or problematic zoning and lack on public infrastructure needed to accommodate larger scale affordable housing developments.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Cumberland County does not have the authority to change land use controls, zoning, or policy in its member municipalities. However, Cumberland County will continue to work on collaborative regional projects to promote affordable housing development. Cumberland County also supports the efforts of the Maine Affordable Housing Coalition (MAHC) that works on a state level to pass state bills that support the creation and preservation of affordable housing. MAHC also works to support bills that make it easier for zoning changes on the local level that will increase density for affordable housing.

Discussion

Cumberland County strives to assist municipalities within the CCEJ in reducing barriers to affordable housing. Through recent studies, including the County's AFFH plan and Community Health Plan, it has become more evident the need for organized public transportation throughout the County, not only greater Portland. The County plans to work with municipalities and transportation providers on addressing this issue.

Annual Action Plan 2024

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The Cumberland County Community Development program funds activities to foster and maintain affordable housing, provide social services to low-income individuals and families, and improve public facilities and infrastructure in low-income neighborhoods and communities.

Actions planned to address obstacles to meeting underserved needs

The principle obstacle to meeting underserved needs is financial. The program has minimal resources relative to the enormity of the task at hand. Given available funds, they are expended wisely to meet basic needs, enhance facilities and infrastructure, and improve housing conditions.

Actions planned to foster and maintain affordable housing

Habitat for Humanity will continue to offer critical home repairs for income eligible families across the CCEJ

Actions planned to reduce lead-based paint hazards

As part of the HOME Consortium with the City of Portland, Cumberland County is participating in the second round of a Lead Hazard Control Grant received in 2016 & 2020. In the county, Westbrook is a priority area because of its high low-income population and large amount of multi-unit rental housing. All other housing activities funded by CDBG also comply with lead-based paint regulations.

Actions planned to reduce the number of poverty-level families

The reduction of the number of poverty-level families has proven a difficult challenge to meet for decades - not simply in Cumberland County but throughout the country. Every activity we fund in some way serves to assist low-income individuals and families. 1) Our housing coordinator and resource navigator programs works to keep families housed; 2) The Redbank Resource HUB in Redbank, South Portland and the Navigator at the Bridgton Community Center serve to foster connections between families, educational resources, job training and basic needs; 3) The Meals on Wheels program serves food to LMI individuals. 4) Habitat for Humanity's home repair program will allow poverty level families to get the critical home repairs needs to remain safety in their homes

Actions planned to develop institutional structure

No actions are planned to further develop institutional structure in the 2024 Action Plan

Actions planned to enhance coordination between public and private housing and social

Annual Action Plan 2024 26

service agencies

An advantage of the relatively small population of Cumberland County is the natural communication that occurs between the public/private housing sectors and social service agencies.

The Opportunity Alliance, the regional Community Action Program and our public housing and private non-profit affordable housing providers have been working together for decades. There are also several social services group/public housing group meetings that take place on a monthly or quarterly bases. While there will always been a need to enhance coordination between all of the players, many groups are already trying to do this. The Community Development staff attend several of these monthly and quarterly meetings and try to make connections between agencies where possible.

Discussion

The Cumberland County Community Development strives to work closely with all public and private housing and social service agencies within the County, in addition to municipal offices. The County's CDBG program funds activities that foster and maintain affordable housing, provide social services to low-income individuals and families, and improve public facilities and infrastructure in low-income neighborhoods and communities.



Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

In 2024, Cumberland County has no program income, section 108 loan proceeds, surplus funds from urban renewal, income from float funded activities, or grant funds returned to the line of credit. There are no funds designated for the urgent need national objective. All projects, excluding planning and administration, will benefit persons of low-moderate income.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next	
program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to	
address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not	
been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0
Other CDBG Requirements	
1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit	
persons of low and moderate income. Overall Benefit - A consecutive period of one,	
two or three years may be used to determine that a minimum overall benefit of 70%	
of CDBG funds is used to benefit persons of low and moderate income. Specify the	
years covered that include this Annual Action Plan.	0.00%



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: 24-044 Agenda Date: 4/8/2024

Agenda Item Request:

Authorize the County Manager to award bid of the Cross Insurance Arena Team Boxes Renovation to PM Construction, Inc. of Saco, Maine, in the amount of \$110,084.00.

Background and Purpose of Request:

Requestor: Bill Trufant, Director of Facilities

The County Commissioners last fall awarded a bid for new dasher boards and glass. As part of the bench flip in the arena, concrete work needs to be done to grade and fill the voids left from the benches and penalty boxes being flipped to the opposite sides of the ice. This bid award is for the concreate work and other small detail items associated with filling those voids.

The County enlisted the help of Winston Scott Architects for overall design and plan implementation. The project was put it out to bid and the County received two (2) bid submissions. The bid submissions both came in under budget and included bid alternates.

PM Construction Inc. \$110,084 Optimum Construction Inc. \$233,468

Presentation: Yes

Funding Amount and Source: The \$110,084 will be funded from the Strategic Plan Account

Effective Date if Applicable: March 29, 2024



TO:	Cumberland County Commissioners
FROM:	Bill Trufant, Facilities Director
DATE:	March 29, 2024
SUBJECT:	Cross Insurance Arena Team Box Renovation

Requested Action:

Award the bid to PM Construction, Inc., of Saco, Maine, in the amount of \$110,084 for the Cross Insurance Arena Team Box Renovation.

Background & Purpose of Request:

When the Cross Insurance Arena, was originally constructed in 1977, the player's benches were designed on the opposite side of the ice from the team locker rooms & medical facilities. The team benches were also undersized. Over the years this design and setup has been problematic for many reasons.

- 1. The team staff members would have to walk across the ice to their respective benches multiple times each game. This has caused many people to fall and injure themselves as they ascend back and forth.
- 2. The team's medical officials have to transport injured players longer to their respective locker rooms to receive treatment.
- 3. The team boxes are undersized to meet the needs of the teams. Currently, not all of the team personnel can fit in the bench area. This includes coaches, medical personnel, and players.

The County Commissioners last fall awarded a bid for new dasher boards and glass. As part of the bench flip in the arena, concrete work needs to be done to grade and fill the voids left from the benches and penalty boxes being flipped to the opposite sides of the ice. This bid award is for the concreate work and other small detail items associated with filling those voids.

The County enlisted the help of Winston Scott Architects for overall design and plan implementation. The project was put it out to bid and the County received two (2) bid submissions. The bid submissions both came in under budget and included bid alternates.

Funding Amount and Source: The \$110,084 will be funded by the Strategic Plan Account.

Effective Date: March 29, 2024

Attachments: PM Construction Inc. Proposal

Rev. 2023 Page | 1



County of Cumberland Facilities Department Submittal - Bid Form

Work Base bid: These specifications in addition to and/or in place of similar paragraphs in the Instructions to Bidders are intended to cover the **Base Bid**: *Team Boxes Renovations*. The contractor shall furnish the items stated herein, completely installed, and verify installation is in compliance herein. Cumberland County will not be responsible for or will not furnish help for unloading or setting in place of said equipment. All crating and packing materials shall be removed from the site by the contractor.

These specifications in addition to and/or in place of similar paragraphs in the Instructions to Bidders are intended to cover the complete project scope of work. It is the intent of this specification to provide the prospective bidder(s) with complete information relative to the total performance of any resultant contract. Bidders are obligated to read and understand all parts of this Invitation to Bid and to obtain clarification of any part not thoroughly understood.

The undersigned hereby attests-by-signature, having examined the details and specifications in the Bid Packet and proposes to renovate the team boxes at the **Cross Insurance Arena** at 1 Civic Center Square, Portland, ME and hereby offers to perform the work for the sum as indicated below:

ALT #1: ADD \$7,200, ALT #2: ADD \$15,000

ALTERNATE COST IF APPLICABLE

The undersigned	verifies that the information co	ntained herein is truthfu	I and accurate and ack	nowledge
that they are own	ers or agents of the company.	Additionally, the unders	signed declares that the	ev have

BASE BID LABOR AND COST

\$87,884.00

The undersigned verifies that the information contained herein is truthful and accurate and acknowledge that they are owners or agents of the company. Additionally, the undersigned declares that they have attended a site visit and carefully examined all the items of the specifications and instructions and that they fully understand the requirements of same.

Authorized Representative's Signature	Philip J. Holmi	24
Printed Name Philip Holmes	Title of Signatory_	Estimator
Company Name PM Construction	Co., Inc.	
Address 19 Industrial Park Rd.,	Saco, ME 04072	
Phone 207-282-7697 Fax# 2	07-283-4549 Ema	il address pholmes@pmconstruction.com

Exhibit "A"

Proposal Qualifications

Cross Insurance Arena - Team Boxes Renovation

Portland, ME

Date: March 27, 2024

- The following items are excluded:
 - a. The removal, replacement and/or disposal of ledge, unsuitable, hazardous and/or contaminated materials unless specifically identified below.
 - b. Municipal and/or utility company fees and/or back charges.
 - c. Utility relocations and/or pole work.
 - d. Testing and Inspections other than coordination.
 - e. Unusual Escalation
 - f. Builder's Risk Insurance
 - g. LEED
 - h. Liquidated damages
 - i. Street opening permits.
 - j. Police details
 - k. Extended warranties.
 - l. State Fire Marshall's Permit.
 - Any delays due to labor, material, or equipment shortages and/or governmental shutdown related to the coronavirus.
 - n. Health Monitoring.
 - o. Performance & Payment Bond.
 - p. Furnishing or installing misc. metals to complete infills of salvaged materials (new guardrails at masonry walls and new stairs is included.)
 - q. Protection of work area for events to be held at Cross Insurance Arena during construction.
 - Any stoppages of work due to Cross Insurance Arena Events.
- 2. The following items are **included**:
 - a. Merit shop labor.
 - b. Normal work hours.
 - Reinstalling salvaged misc. metals
- 3. This budget is based on the following:
 - a. Plans by Winton Scott Architects, dated 02/07/2024
 - Budget good for 30 days.
 - c. The execution of a mutually acceptable contract.
 - d. A continuous working schedule unimpeded by events hosted at the Cross Insurance Arena.
- 4. This budget includes the following alternates
 - Alternate #1 Painting: ADD \$7,200.00.
 - b. Alternate #2 Demo: ADD \$15,000.00.
- 5. PM Construction Labor Rates (subcontractor rates will vary):
 - a. Laborer: \$55.00 per hour
 - b. Carpenter: \$60.00 per hour
 - c. Superintendent: \$115.00 per hour
 - d. Project Manager: \$125.00 per hour in office or field
 - e. Chief Estimator: \$135.00 per hour in office or field
 - f. Project Executive: \$150.00 per hour in office or field



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

Agenda Item Request:

Authorize the County Manager to execute the contract between the US Marshals Service and Cumberland County concerning the federal inmate per diem rate.

Background and Purpose of Request:

Requestor: James H. Gailey, County Manager

Since 2010, the County has had a contract with the US Marshals for holding federal inmates at the Cumberland County Jail. The 2010 contract was for a \$130.00 per diem per inmate per day and an additional \$30.00 Guard/Transportation hourly rate.

In 2023, the County Commissioners approved a contract for Summerill Group, of Washington DC to help the County determine an up to date per diem rate as the County's rate was thirteen years old. After a number of months of data collecting, the Summerill Group provided the County with an estimate rate to begin negotiations with. The County negotiated over the course of three months with the US Marshals for an agreed upon rate of \$150.00 per diem and \$47.12 Guard/Transportation hourly rate.

Presentation: Yes

Funding Amount and Source: Revenue dependent on inmates housed

Effective Date if Applicable:



TO:	Cumberland County Commissioners
FROM:	James H. Gailey
DATE:	April 2, 2024
SUBJECT:	US Marshal Service Per Diem Rate

Requested Action:

Authorize the County Manager to execute the contract between the US Marshals Service and Cumberland County concerning the federal inmate per diem rate.

Background & Purpose of Request:

Since 2010, the County has had a contract with the US Marshals for holding federal inmates at the Cumberland County Jail. The 2010 contract was for a \$130.00 per diem per inmate per day and an additional \$30.00 Guard/Transportation hourly rate.

In 2023, the County Commissioners approved a contract for Summerill Group, of Washington DC to help the County determine an up to date per diem rate as the County's rate was thirteen years old. After a number of months of data collecting, the Summerill Group provided the County with an estimate rate to begin negotiations with. The County negotiated over the course of three months with the US Marshals for an agreed upon rate of \$150.00 per diem and \$47.12 Guard/Transportation hourly rate.

Staff are now bringing the contract to the Commissioners for authorization.

The County is hopeful that the federal inmates will return to the Jail in the next 30 to 60 days.

Funding Amount and Source: Revenue – determined on annual number of inmates per day.

Attachments: US Marshals contract for inmate services

Rev. 2022 Page | 1

U.S. Department of Justice United States Marshals Service Prisoner Operations Division

Office of Detention Services Intergovernmental Agreement

1. Agreement Number 36-99-0088	2. Effective Date	3. Facility Code(s) 4. UEI Number T85ZPADXU3L5			
5. Issuing Federal Agency		6. Local Government			
United States Marshals Service Prisoner Operations Division Office of Detention Services CG-3, 3 rd Floor Washington, DC 20530-0001		Cumberland County Jail 50 County Way Portland, ME 04102			
7. Appropriation Data		Tax ID#: 01-6000004 8. Local Contact Person:	Time Kortes		
15-1020/XD		E-mail: Telephone:	kortes@cumberlar 207-774-5939	ndcounty.org	
9. Services		10. Estimated Number of Federal Beds	11. Per Diem Rate	12. Period of Performance	
This agreement is for the hous and care of Federal prisoners, set forth herein.		Male: 86 Female: 10 Juvenile: 0 Total: 96	\$150.00	Perpetual	
13. Guard/Transportation F	lourly Rate	14. Optional Guard/Transp	portation Services		
Guard/Transportation Hourly F	Pate: \$47.17				
Mileage shall be reimbursed by	, the Federal Government at	☑ U.S. Courthouse			
the current General Services A Travel Regulation Mileage Rate	dministration (GSA) Federal	☐ JPATS			
		☐ Encompassed: VTC/Remote Hearings_			
		☐ Video Teleconferencing (VTC) Hearings			
15. Department of Labor Wage Determination		☑ Other: <u>Hospitalizations</u>			
☐ Wages Incorporated		·			
16. Local Government Certifica	ation	17. Signature of Person Authorized to Sign (Local)			
To the best of my knowledge a submitted in support of this ag	and belief, information				
This document has been duly a	authorized by the governing	Signature			
authorities of their applying Department or Agency State or County Government and therefore agree to comply with all		Mr. James Gailey			
provisions set forth herein this document.		Print Name			
		County Manager			
		Title Date			
10 Fodoral Pricapar Typo	10 Other Authorized	20. Signature of Person Author	orized to Sign (Fodo)	col)	
18. Federal Prisoner Type Authorized Agency User 19. Other Authorized 20. Signature of Person Authorized to Sign (Federa		ai)			
□ Adult Male	⊠ вор				
□ Adult Female	⊠ ICE	Signature			
☐ Juvenile Male	☐ Other	Tiffani Eason Print Name			
☐ Juvenile Female			Agreements Branch	(IAR)	
☐ Transgender		A. Chief, Intergovernmental Agreements Branch (IAB) Title Date			

Table of Contents

Section Description

Page Number

1. Authority	3
2. Purpose	3
3. Administration	3
4. Place of Performance	5
5. Agreements Specialist	5
6. Termination	5
7. Assignment and Outsourcing of Jail Operations	
8. Medical Services	
9. Affordable Care Act (ACA)	
10. Receiving and Discharging of Federal Prisoners	8
11. Prisoner Work Program	
12. Guard/Transportation Services to/from Medical Facility	
13. Guard/Transportation Services to/from U.S. Courthouse	10
14. Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPA)	
Other	
15. Video Teleconference Hearing within the Facility	11
16. Optional Guard Services to Video Teleconference Hearing within the Facility	
17. Special Notifications	
18. Body Worn Camera Information Requests	
19. Restrictive Housing and Suicide Prevention	
20. Prison Rape Elimination Act (PREA)	
21. PREA Prisoner Incident Reporting	
22. Federal Acquisition Regulation (FAR) Agreement Provisions	
23. Guaranteed Minimum Bed Space	
24. Economic Rate Adjustments	
25. Billing and Financial Provisions	
26. Payment Procedures	
27. Hold Harmless	
28. Disputes	
29. Review of Services	
30. IGA Amendments	
31. Litigation	
32. The First Step Act	
33. Ensuring Access to Voter Registration for Eligible Individuals in Federal Custody	18

1. Authority

Pursuant to the authority, 106th Congress Public Law 553, Section 119 of the "Department of Justice Appropriations Act, 2001", this Intergovernmental Agreement (hereinafter referred to as "agreement") is entered into between the United States Marshals Service (USMS) (hereinafter referred to as the "Federal Government") and Cumberland County Jail (hereinafter referred to as "Local Government"), who hereby agree as described in this document.

2. Purpose

The Federal Government and the Local Government establish this agreement allowing the USMS or other authorized agency user as noted in block #19, page one (1) of this agreement to house individuals detained on federal charges or federal court orders (hereinafter referred to as "Federal prisoners") with the Local Government at the Cumberland County Jail, 50 County Way, Portland, ME 04102 (hereinafter referred to as "the Facility") designated in block #6 on page one (1) of this agreement.

3. Administration (October 2021)

The Local Government shall provide for the secure custody, safekeeping, housing, subsistence, and care of Federal prisoners in accordance with all state, local, and federal laws, standards, regulations, policies, and court orders applicable to the operation of the Facility. Federal prisoners shall be housed in a manner consistent with the Federal Performance Based Detention Standards (FPBDS) subset utilized by the USMS Detention Facility Review Program. These standards are set forth in Form USM-218 (provided as an attachment to this agreement). Facilities shall follow the current standards summarized in Form USM-218 and any other standards required by an authorized agency whose prisoners are housed by the Local Government pursuant to this **FPBDS** agreement. Full text the found of can be at: http://wwwASD.usmarshals.gov/prisoner/detention-standards.htm as an additional reference source for best practices.

Cumberland County Jail shall comply with Congressional mandates, federal laws, Executive Orders and all existing Cumberland County Jail policies. Cumberland County Jail shall provide a means for verification of any state inspections, accreditation, and, if applicable, any alternative correctional facility accreditations such as an accreditation from the American Correctional Association accreditation.

The USMS ensures the secure custody, care, and safekeeping of USMS prisoners. Accordingly, all housing or work assignments, and recreation or other activities for USMS prisoners are permitted only within secure areas of the building or within the secure external recreational/exercise areas. All work assignments for unsentenced Federal prisoners must be voluntary.

The Local Government shall conduct initial and periodic background and reference checks of applicants, employees, contractors, and volunteers. All allegations of staff misconduct shall be investigated and reported to law enforcement as appropriate. Staff misconduct involving or affecting USMS prisoners shall be reported to the local district United States Marshal (USM), Chief,

or their designee and to the USMS Prisoner Operations Division (POD) at <u>PODCoCInquiries@usdoj.gov</u>.

At all times, the Federal Government shall have access to the Facility and to the Federal prisoners, and to all records pertaining to this agreement, including financial records, for a retention period of three (3) years from the date of request by the Federal Government.

The Local Government shall maintain written policies and procedures that describe all facets of facility operations, maintenance, and administration. The Local Government shall maintain written contingency and emergency plans for situations including but not limited to riots, hunger strikes, disturbances, escapes, hostage situations, and mass prisoner relocation.

The Local Government shall maintain records of annual fire safety inspections. The Local Government shall maintain dangerous materials in accordance with government regulations.

The Local Government shall maintain an objective review, classification, and housing process. Federal prisoners shall be clearly identified as USMS prisoners in the classification system.

The Local Government shall ensure Federal prisoners under the age of 18 receive an age-appropriate diet, exercise, and education.

The Local Government shall ensure Federal prisoners under the age of 18 or charged as a juvenile shall be separated by sight and sound and out of regular contact with adult prisoners, except in emergency situations or approval from the court.

The Local Government shall keep the Facility clean and in good repair. Food service equipment shall meet established health and safety codes. The Local Government shall provide a minimum of three (3) meals per day that are varied and nutritionally adequate.

The Local Government shall provide safe and clean space and items for proper prisoner hygiene.

The Local Government will provide clean and serviceable bedding and clothing. Clothing and shoes shall be properly sized and temperature and weather appropriate. The Local government shall provide appropriate attire upon release.

The Local Government shall properly inventory, store, and return prisoner property upon release. The Local Government shall provide adequate accommodations for prisoners with disabilities once accepted by the Local Government.

The Local Government shall prohibit discrimination on the basis of disability, race, gender, sexual orientation, religion, and national origin in the provision of services, programs, and activities.

The Local Government shall provide prisoners with reasonable opportunities to participate in religious practices, exercise, and access to mail, telephones, personal legal materials and legal reference materials or confidential counsel.

The Local Government shall maintain a grievance program with at least one level of appeal. The grievance procedures shall be made available to prisoners.

(End of Provision) Page 4 of 18

4. Place of Performance (May 2021)

The principal place of performance for this agreement shall be:

Cumberland County Jail, 50 County Way, Portland, ME 04102

(End of Provision)

5. Agreements Specialist (November 2021)

The Contracting Officer (KO) may designate in writing one or more government employees, by name and position title, to act for the KO under this agreement. Each designee shall be identified as an Agreements Specialist. Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee(s) shall not change the terms or conditions of the agreement, unless the Agreements Specialist is a warranted KO, and this authority is delegated in the designation.

The Agreements Specialist is:

Name: Danielle R. Barnes Title: Contract Specialist

Contact Information: 703-740-0429

(End of Provision)

6. Termination (May 2021)

The agreement can be terminated by either party for any reason. The requesting party, requester, seeking to terminate this agreement may do so by providing a written notice to the receiving party, requestee, at least thirty (30) calendar days in advance of the proposed termination date. An exception is made when an emergency situation requires the immediate relocation of Federal prisoners.

In order for the Local Government to initiate a termination of this agreement, the Local Government must:

- a. As noted in this section, paragraph one above, the Local Government shall provide the Federal Government via the KO or designee a written notification by email at least thirty (30) calendar days in advance of the potential termination date unless an emergency situation requires the immediate relocation of Federal prisoners.
- b. The Local Government shall provide adequate time, if applicable, for the Federal Government to transport and relocate Federal prisoners. Based on the number of Federal prisoners at the facility, a thirty (30) day notice may not be adequate to vacate the premises; thus, the Local Government shall agree to provide the Federal Government a reasonable time frame to exit the facility.
- c. The Local Government shall work with the Federal Government to locate alternative housing solutions for the Federal prisoners.

Local Government (initial):
Federal Government (initial):

d. The Local Government may <u>not</u> request rate or per-diem increases once the Local Government has provided a termination notice to the Federal Government and the Federal Government has acknowledged the receipt of before mentioned notice.

Where the Local Government has received a cooperative agreement through the POD's Cooperative Agreement Program, the cooperative agreement termination and other applicable provisions shall:

- a. be incorporated into this agreement;
- b. survive after the expiration of the cooperative agreement; and
- c. supersede the termination provisions of this agreement.

(End of Provision)

7. Assignment and Outsourcing of Jail Operations (May 2021)

The overall management and operation of the Facility housing Federal prisoners shall not be contracted out without the prior written notification of the Federal Government.

(End of Provision)

8. Medical Services (May 2021)

The Local Government shall maintain written procedures that describe actions taken in the event of a prisoner's death, assault, or medical emergency to include notification to the USMS.

The Local Government shall provide a medical and mental health screening upon admission to the Facility. The Local Government shall inform prisoners how to access health services.

The Local Government shall notify the local USMS district office of any infectious disease outbreak.

The Local Government shall provide Federal prisoners with the same level and range of care inside the Facility as that provided to state and local prisoners. The Local Government is financially responsible for all medical care provided inside the Facility to Federal prisoners. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and any prescription medications routinely stocked by the Facility. The Facility is encouraged to purchase non-OTC medications for USMS prisoners through the USMS' National Managed Care Contract (NMCC) Discount Pharmacy Program. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per-diem rate. The Federal Government will pay for the cost of specialized medical services not routinely provided within the Facility, such as dialysis.

The Federal Government is financially responsible for all medical care provided outside the Facility to Federal prisoners. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government shall utilize outside medical care **providers that are covered by the USMS' NMCC** Preferred Provider Network to the maximum extent practicable. The Local Government can obtain

Local Government (initial): _____ Federal Government (initial): _____

information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider not the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal prisoners must be on Centers for Medicare and Medicaid Services (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of <u>Title 18 U.S.C. Section 4006</u>. The USMS will not reimburse the detention facility for medical payments made on behalf of USMS prisoners in the absence of a specific arrangement approved in writing by the USMS.

All outside medical care provided to Federal prisoners must be pre-approved by the Federal Government except in a medical emergency. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. The Local Government shall notify the Federal Government immediately regarding the nature of the Federal prisoner's illness or injury as well as the types of treatment provided.

The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal prisoners for Tuberculosis (TB) in accordance with *National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails.* TB testing shall occur with 14 days of intake (unless current TB tests results are available), be promptly documented in the Federal prisoner's medical record and the results forwarded to the local USMS District within thirty (30) days of intake. Special requests for expedited TB testing and clearance (to include time sensitive moves) shall be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government to include the local district office of any cases of suspected or active TB or any other highly communicable diseases such as but not limited to Coronavirus Disease (COVID), severe acute respiratory syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions.

When a federal prisoner is being transferred or released from the Facility, they will be provided with a minimum of seven (7) days of prescription medications and any medications already dispensed to the prisoner. Medical records and Form USM-553, *Prisoner in Transit Medical Summary* must travel with the Federal prisoner. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a federal prisoner is transferred.

Federal prisoners may be charged a medical co-payment by the Local Government in accordance with the provisions of <u>Title 18 U.S.C. Section 4013(d)</u>. The Federal Government is not responsible for medical co-payments and shall not be billed if the federal prisoner is indigent and cannot make the co-payment. Indigent Federal prisoners shall not be denied medical evaluation and treatment for failure to provide a co-payment.

(End of Provision)

9. Affordable Care Act (ACA) (May 2021)

Upon release of a Federal prisoner, the Local Government shall provide information regarding the Affordable Care Act (ACA). The ACA website is located at: http://www.hhs.gov/healthcare/about-the-aca/index.html.

(End of Provision)

10. Receiving and Discharging of Federal Prisoners (May 2021)

The Local Government agrees to accept Federal prisoners only upon presentation by a Law Enforcement Officer (LEO), USMS Task Force Officer (TFO) or a USMS designee with proper credentials.

The Local Government shall not relocate a Federal prisoner from one facility under its control to another facility not described in this agreement without permission of the Federal Government. Additional facilities within the same agreement shall be identified in a modification.

The Local Government agrees to release Federal prisoners only to LEOs of the authorized Federal Government agency initially committing the Federal prisoner (e.g., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE)) or to a Deputy United States Marshal (DUSM) or USMS designee with proper credentials. Those Federal prisoners who are remanded to custody by the USMS may only be released to the USMS or an individual specified by the USMS in the Judicial District.

USMS Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the jurisdictional United States Marshal (USM).

(End of Provision)

11. Prisoner Work Program (November 2021)

Federal prisoner labor shall be used in accordance with the Federal prisoner work plan developed by the Local Government and approved by the USMS. The Federal prisoner work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service, or other jobs. Federal prisoners may not be required to work. Federal prisoners may volunteer to work within the secure confines of the facility if they sign a waiver of their right not to work. A Federal prisoner with suicidal tendencies, attempted escapes or escape history, violent history, gang affiliations or with retainers for pending charges with other local, state, or federal agencies will not be considered for the volunteer program. Federal prisoners are not permitted to act as trustees and may not work in positions that permit unsupervised contact with segregated prisoners or Federal prisoners of the opposite sex.

The Federal prisoners are restricted from operating equipment that may expose the Federal prisoners to grave bodily harm or any work assignment requiring security risk items and controlled tools which could be used to facilitate an escape or used as a weapon that could endanger staff, citizens, or other inmates. Federal prisoners will not have access to prisoner or employee records.

Page 8 of 18
Local Government (ini

The Local Government will ensure that prisoners who volunteer to work are prohibited Keep on Person medications while at the worksite.

Federal prisoners must obtain required medical clearances before working in the food service areas. The Federal prisoner work program shall not conflict with any other requirements of the agreement and must comply with all applicable laws and regulations. Federal prisoners shall not be used to perform the responsibilities or duties of an employee of the Local Government. Appropriate safety/protective clothing and equipment shall be provided to Federal prisoner workers as appropriate. Federal prisoners shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances and unusual physical demands. Federal prisoner workers can be paid the identical rates of pay as other facility prisoners.

Federal prisoners shall be required to participate in normal housekeeping duties which help ensure the cleanliness of their housing area. Increases and reductions in privileges may be used as incentives to ensure that Federal prisoners keep their living areas clean.

(End of Provision)

12. Guard/Transportation Services to/from Medical Facility (May 2021)

When Medical Facility in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and guard services for Federal prisoners housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal prisoners admitted to a medical facility.

These services shall be performed by at least two (2) armed and qualified LEOs or Correctional Officers (CO) according to the criteria specified by the County Entity running the facility. In all cases, these are part of a fulltime Law Enforcement Organization or Correctional Organization and that they have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control. Federal prisoners are not permitted to use the telephone, internet or WIFI enabled devices, or to receive outside food, drinks, or deliveries (including flowers) without consent from the USMS. The Local Government shall restrain Federal prisoners by attaching at least one extremity to the hospital bed, stretcher, or chair at all times when medically possible. Pregnant or postpartum prisoners should not be restrained. Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

Page 9 of 18

13. Guard/Transportation Services to/from U.S. Courthouse (May 2021)

When U.S. Courthouse in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and guard services for Federal prisoners housed at its facility to and from the U.S. Courthouse. These services shall be performed by at least two (2) armed and qualified LEOs or COs. In all cases, these are part of a fulltime Law Enforcement Organization or Correctional Organization and that they have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation guard will turn Federal prisoners over to the USMS only upon presentation of proper law enforcement credentials.

The Local Government will not transport Federal prisoners to any U.S. Courthouse without a specific request from the USMS who will provide the prisoner's name, the U.S. Courthouse, and the date the prisoner is to be transported.

Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at PODCoCI nquiries@usdoj.gov.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

14. Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS) or Other (May 2021)

When JPATS, Other or both in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal prisoners housed at its facility to and from the JPATS or other locations designated by the Federal Government.

These services shall be performed by at least two (2) armed and qualified LEOs or COs. In all cases, these are part of a fulltime Law Enforcement Organization or Correctional Organization and that they have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control.

The Local Government shall not transport Federal prisoners to the airlift or any other location without a specific request from the USMS who will provide the prisoner's name, location (district), and the date the prisoner is to be transported.

The Local Government shall turn Federal prisoners over to the USMS or an officer specified by the USMS only upon presentation of proper credentials.

Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at PODCoCI nquiries@usdoj.gov.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

15. Video Teleconference Hearings within the Facility (October 2021)

If available, the facility shall furnish, as applicable to this agreement, all things necessary for, or incident to, providing Video Teleconference (VTC) hearings within the facility. When VTC equipment is not available at the facility, the Federal Government, in coordination with the Courts, may assist with providing VTC equipment and ancillary items to the facility.

(End of Provision)

16. Optional Guard Services to Video Teleconference Hearings within Facility (May 2021)

When Video Teleconferencing (VTC) Hearings in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide escort guard services for Federal prisoners housed at its facility to monitor, on a case-by-case basis, court hearings conducted via VTC within its facility per instruction of the Federal Judiciary.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

(End of Provision)

17. Special Notifications (May 2021)

The Local Government shall notify the Federal Government of any activity by a Federal prisoner, which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a Federal prisoner. The Local Government shall use all reasonable means to apprehend the escaped Federal Page 11 of 18

prisoner and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped Federal prisoners. Additionally, the Local Government shall notify the Federal Government as soon as possible when a Federal prisoner is involved in an attempted escape or conspiracy to escape from the Facility.

In the event of a medical emergency, death, or assault on or by a Federal prisoner, the Local Government shall immediately notify the Federal Government.

(End of Provision)

18. Body Worn Camera Information Requests (November 2021)

If the Local Government adopts a Body Worn Camera (BWC) use policy that mandates use of BWC for transport or other activities covered under the IGA, the agency shall, upon request by USMS, provide USMS with the audio/video footage and any metadata captured by the BWC pertaining to USMS prisoner incidents. The audio/video footage and any metadata may be requested by the USMS Body Worn Camera Program and the USMS Office of General Counsel. The agency agrees that no BWC footage depicting a USMS prisoner will be released without advance written notification to the USMS.

(End of Provision)

19. Restrictive Housing and Suicide Prevention (May 2021)

For the purposes of this agreement, "restrictive housing" means any type of detention that involves <u>all</u> of the following elements:

- Removal from the general population, whether voluntary or involuntary;
- b. Placement in a locked room or cell, whether alone or with another prisoner; and
- c. Inability to leave the room or cell for the vast majority of the day, typically 22 hours or more.

For the purposes of this agreement, "vulnerable population" refers to prisoners who are more likely to be victimized in confinement settings, including but not limited to: juveniles; young adults (age 18-24 at time of admission through conviction); prisoners with serious mental illness; lesbian, gay, bisexual, transgender, intersex, and gender nonconforming prisoners; pregnant and postpartum prisoners; and prisoners with medical needs.

The Local Government shall have written policies, procedures, and practices requiring that all prisoners in restrictive housing are personally observed by a CO at least twice per hour, but no more than thirty (30) minutes apart, on an irregular schedule. Prisoners who are violent or mentally ill or who demonstrate unusual or bizarre behavior shall receive more frequent observation; suicidal prisoners shall be under constant observation.

The Local Government shall immediately notify the appropriate Chief Deputy U.S. Marshal (CDUSM), or designee, and POD at rhinquiries@usdoj.gov when a member of a vulnerable population is placed in restrictive housing or their restrictive housing status changes.

The Local Government shall also provide reports to the USMS on a monthly basis listing all USMS prisoners who were detained in restrictive housing, and the reasons for their assignment to restrictive housing. When no USMS prisoners have been placed in restrictive housing during the reporting month, the Local Government shall notify USMS that there are no USMS prisoners to report. The report or a notification of no USMS prisoners in restrictive housing 'shall be submitted to the CDUSM or his or her designee and POD at rhinquiries@usdoj.gov, no later than the tenth day of each month in a standard format established by the USMS.

The Local Government shall have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

Additional prisoner suicide prevention resources can be found at: https://www.usmarshals.gov/prisoner/suicide prevention.htm and https://nicic.gov/.

(End of Provision)

20. Prison Rape Elimination Act (PREA) (November 2021)

The Facility must post Prison Rape Elimination Act (PREA) brochure/bulletins in each housing unit of the Facility. The Facility must abide by all relevant PREA regulations at: (https://www.prearesourcecenter.org/about/prison-rape-elimination-act-prea).

All sexual harassment and sexual assaults of or by a USMS prisoner must be reported to the district CDUSM or designee and the POD at: PREAinquiries@usdoj.gov.

In accordance with PREA, the Facility must arrange for a PREA audit every three (3) years. The Facility must maintain PREA compliance or be actively working towards compliance. Additional resources can be found at: https://www.prearesourcecenter.org/.

Templates for PREA posters and brochures can be found at: https://www.prearesourcecenter.org/library/search?keys=poster&cat=All

(End of Provision)

21. PREA Prisoner Incident Reporting (November 2021)

PREA posters shall contain information on how to report a sexual assault by using one of the following methods:

• Speaking with a staff member;

Local Government (initial):
Federal Government (initial):

- Writing a letter reporting the alleged sexual misconduct to the person in charge or the USMS. To ensure confidentiality, use special (Legal) mail procedures;
- Filing an Emergency Prisoner Grievance If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the CDUSM. You can get the forms from your housing unit officer, or a Facility supervisor;
- Writing to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530; or
- Calling, at no expense to the victim, the OIG. The phone number is 1-800-869-4499.

All allegations of sexual abuse reported to Facility staff must be reported and will be investigated. Information concerning the identity of a prisoner victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the prisoner-victim's welfare and for law enforcement investigative purposes.

(End of Provision)

22. Federal Acquisition Regulation (FAR) Agreement Provisions (May 2021)

This agreement incorporates the following agreement provisions by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at: http://www.acquisition.gov.

Agreement Provisions:

FAR 52.222-41 Service Contract Labor Standards. (Aug 2018)

FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

FAR 52.222-43 Fair Labor Standards Act and the Service Contract Labor Standards - Price Adjustment (Multiyear and Option Contracts) (August 2018)

The current Local Government per-diem rates shall be the prevailing wages unless notified by the Federal Government.

If the Department of Labor Wage Determination in block #15 on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR 52.222.43 (f), that it must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within thirty (30) days after receiving a new wage determination.

(End of Provision)

23. Guaranteed Minimum Bed Space (September 2021)

This IGA does not contain a guaranteed minimum for bed space.

(End of Provision)

Page 14 of 18

24. Economic Rate Adjustments (October 2021)

The Federal Government will use various price analysis techniques and procedures to ensure the rates established by this agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

- a. Comparison of the requested rate with the Independent Government Estimate for detention services, otherwise known as the Core Rate;
- b. Comparison with rates at other state or local facilities of similar size and economic conditions:
- c. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items; and
- d. Evaluation of the provided jail operating expense information.

The firm-fixed price per-diem rate for services is stipulated in block #11 on page one (1) of this agreement and shall not be subject to adjustment on the basis of Cumberland County Jail actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of this agreement forward for thirty-six (36) consecutive months. The per-diem rate covers the support of one Federal prisoner **per** "Federal prisoner **day"**, which shall include the day of arrival, but not the day of departure.

The per-diem rate and the guard/transportation hourly rate will remain unchanged during the renewal period(s) unless the Local Government requests an economic rate adjustment. To request a per-diem economic rate adjustment, the Local Government will need to access USMS' Capture Law Enforcement Enterprise system the Portal (LEEP) at https://portal.cjis.gov/wps/myportal/LEEPNG. The Local Government may contact the Agreements Specialist for more information.

An economic rate adjustment to either rate can be requested by the Local Government after thirty-six (36) months of continuous performance. Request for economic rate adjustments prior to the ending of the thirty-six (36) month period preceding the most recent rate adjustment shall only be considered if there are extreme circumstances that warrants a review of an out of cycle economic rate adjustment. Granting an out of cycle economic rate adjustment is not quaranteed.

To request an out of cycle per-diem economic rate adjustment, the Local Government will need to follow the same instructions as requesting an economic rate adjustment during the renewal period. For the request to be considered, the Local Government must demonstrate that its costs have substantially increased during the current thirty-six (36) month period. The Local Government shall provide the Agreements Specialist documentation to include cost and pricing data to justify the facility's out of cycle economic rate adjustment request. The request and its supporting documentation are the sole responsibility of the Local Government to provide a complete request package to the Agreements Specialist. Incomplete or missing data may delay the request being processed or causing the request to be denied altogether.

Two (2) or more out of cycle economic rate adjustment requests within the same thirty-six (36) month period with an aggregate proposed increase of 25% or more are <u>not</u> permissible under this agreement.

(End of Provision)

25. Billing and Financial Provisions (May 2021)

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for Federal prisoners housed at the Facility.

Address(es) for the component(s) is/are:

United States Marshals Service District of Maine 156 Federal Street, Portland, ME 04101 207-780-3355

United States Marshals Service District of New Hampshire 55 Pleasant Street, Suite 207, Concord, NH 03301 603-225-1632

Federal Bureau of Prisons Residential Reentry Office JFK Building - 2200, Boston, MA 02203 617-565-4293

U.S. Immigration and Customs Enforcement Enforcement and Removal Operations – Boston Field Office 1000 District Avenue, Burlington, MA 01803 781-359-7500

To constitute a proper monthly invoice, the name and address of the Facility, the name of each Federal prisoner, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address, and telephone number of the Local Government official responsible for invoice preparation. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the <u>31 U.S.C Section 1341</u> – Limitations on expending and obligating amounts.

(End of Provision)

Page 16 of 18

Local Government (initial): _____

26. Payment Procedures (May 2021)

The Federal Government will make payments to the Local Government at the address listed in block #6 on page one (1) of this agreement. The payments will be made promptly after the district office has received and certified the invoice is correct.

(End of Provision)

27. Hold Harmless (May 2021)

It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

(End of Provision)

28. Disputes (May 2021)

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

(End of Provision)

29. Review of Services (November 2021)

Review standards for prisoners may differ among authorized agency users. The Local Government agrees to allow periodic unannounced reviews by Federal Government, to include approved Federal contractors, in accordance with the standards required by any or all of the Federal authorized agency users whose prisoners may be housed pursuant to this Agreement. A summary of inspection findings will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement, and levels of services. If the Federal Government identifies significant finding(s) during the review, the Local Government will provide the Federal Government with a corrective action plan to address the issue(s).

(End of Provision)

Page 17 of 18

30. IGA Amendments (May 2021)

For all amendments except for full or partial terminations, either party may initiate a request for amendment to this agreement in writing. All amendments negotiated will be effective only upon written approval of both parties.

(End of Provision)

31. Litigation (May 2021)

The Federal Government shall be notified, in writing, of all litigation pertaining to this agreement and provided copies of any pleadings filed or said litigation within five (5) business days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

(End of Provision)

32. The First Step Act (May 2021)

This agreement refers the Local Government facility operations and administrations to the following sections of the First Step Act:

- a. Section 613 of <u>Public Law 115-391 the FIRST STEP Act of 2018</u> and <u>18 USC 5043</u> with respect to any USMS juveniles in custody.
- b. Section 301 of <u>Public Law 115-391 the FIRST STEP Act of 2018</u> and that pursuant to USMS policy that these requirements have been adopted for all pregnant and postpartum USMS prisoners, regardless of case status. The postpartum period is twelve weeks after childbirth, miscarriage, or abortion.

(End of Provision)

33. Ensuring Access to Voter Registration for Eligible Individuals in Federal Custody (February 2022)

The facility, to the extent practicable and appropriate, will provide federal prisoners educational materials related to voter registration and voting and, upon request by the federal prisoner, facilitate voting by mail by prisoners who are eligible to vote under the laws of the applicable jurisdiction. The facility will work with state and local election officials and, in appropriate circumstances, may also work with other reliable sources of voter information to assist federal prisoners with voter registration, voting by mail, and notification of upcoming elections. This clause does not endorse or advocate in support of or in opposition to any candidate or political party.

(End of Provision)

(End of Agreement)

Page 18 of 18

U.S. Department of Justice

United States Marshals Service

Detention Facility Review

Date of Detention Facility Review (DFR) Name of	of Detention Facility Inspector Conducting DFR
FACILITY FACTS	
FACILITY OVERVIEW	
Facility Name	
Physical Address	
Thysical Address	
Phone Number	Fax Number
City	State Zip Code
County	L District
County	District
Contract/Agreement Number Contract/Agreement	ment Type (Private, IGA, LUA) Expiration Date
Closest USMS Office Name	
Driving Time from Closest Driving Distance from Closest USMS Office Closest USMS Office minutes miles	Date of Last USMS Detention Facility Review
111100	
Points of Contact (If needed, use "Other Notes Section" on last page to do	ocument more than one point of contact.)
Title	Name
Type of Contact Phone Number	Extension Email Address

Prisoner Information (Annotate the number of prisoners per category)

	Adult Male	Adult Female	Juvenile Male	Juvenile Female	Total
Facility Bed Capacity					
Facility Average Daily Population (Last 12 Months) USMS Average Daily Population					
Local/Non-Federal Average Daily Population					
Bureau of Prisons Average Daily Population					
ICE Average Daily Population					
Security Staff Information (A	Annotate number	of authorized and	filled positions per	facility's staffing pla	an)
			Authorized	F	ïlled
Warden					
Assistant Warden					
Chief of Security					
Shift Supervisors					
Other Supervisors					
Corrections Officers					
Transportation Officers					
Perimeter Security					
Restrictive Housing Security					
Other Security					

Medical Staff Information (Annotate number of authorized and filled positions per facility's staffing plan)

				Authorized		Filled	
Physician							
Physician's Assistant							
Nurse Practitioner							
Registered Nurse							
Licensed Practical Nurse							
Mental Health Professional							
Other Medical Staff							
Contraband							
List facility's total number of co	ntrabanc	l incidents since l	ast US	MS DFR (if appli	icable).		
Drugs or Alcohol		Drugs or Alcoho	l Parap	hernalia	Electronic [Devices	
Electronic Device Accessory		Weapon			Tool		
		Подрем					
Incidents							
List facility's total number of inc	ridents s	ince last LISMS D	FR (if :	annlicable)			
Suicides		Suicide Attempts		арриоавіс).	Escapes		
Caloideo		Culcide / ttempte	<u> </u>		Locapeo		
Escape Attempts		Physical Assaults on Prisoners		riconoro	Physical Assaults on Staff		
Escape Attempts		Filysical Assault	15 011 F	IISUIIEIS	Filysical As	ssaults off Staff	
Health Care Grievances		Natural Deaths			Sexual Assaults on Prisoners		
Sexual Assaults on Staff		Homicides			Riots/Distu	rbances	
Overdose Deaths	Overdo	ses		Use of Force		Excessive Use of Force	

Was the USMS notified of all incidents involving USMS prisoners?
○ Yes ○ No
Incidents Not Reported (If needed, use "Other Notes Section" on last page to document more than one incident.)
Incident Type (Use Incident types listed above)
Remarks
Court Action (If needed, use "Other Notes Section" on last page to document more than one action)
Are there any court orders or pending major litigation affecting the facility?
○ Yes ○ No
Case Name/Case Number Functional Area Date of Court Filing
ADMINISTRATION AND MANAGEMENT
Policy Development and Monitoring
Does the facility maintain policies and procedures that describe facility operations, maintenance and administration? (Yes (No
Do policies have a date documenting the last time the responsible facility manager/administrator reviewed them to
ensure they remain current, accurate and relevant to the facility's operation?
○ Yes ○ No
If 'Yes', Date of Last Internal Review
Policy Communication and Access
Are policies and procedures communicated to all employees?
○ Yes ○ No
Does staff have 24/7 access to policies and procedures?
○ Yes ○ No
Prisoner Property and Money
Does the facility properly inventory prisoner property?
○ Yes ○ No

UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed) Does the facility properly store prisoner property? Yes ○ No Does the facility properly return prisoner property? Yes Does the facility properly inventory prisoner money? ○ No Does the facility properly store prisoner money? Yes ○ No Does the facility properly return prisoner money? Yes \bigcirc No **Prisoner Release** Has the facility erroneously released ANY prisoner(s) during the review period? Total number of non-USMS prisoners erroneously released Total number of USMS prisoners erroneously released Accommodations for Prisoners with Disabilities If the facility accepts prisoners with disabilities, are adequate accommodations made available for these prisoners? ○ No Contingency/Emergency Plans \bigcirc No

Does the facility have a writter	ι emergency plan in place fo	or situations that threaten	facility security?	(e.g., riots,	hunger
strikes, disturbances, escapes	, and hostage situations.)				

Is a hard copy of the emergency plan available for incorporation into the district's detention plan?

Yes ○ No

Does the emergency plan have a date documenting the last time the responsible facility manager/administrator reviewed the policy to ensure it remains current, and relevant to the facility's operation?

 Yes ○ No

If 'Yes', Date of Last Emergency Plan Review

Does the facility have a written contingency plan in place for situations involving mass prisoner relocation? (e.g., weather, fire, flooding, facility not habitable.)

○ No

Is a hard copy of the contingency plan available for incorporation into the district's detention plan?

 Yes \bigcirc No

Does the contingency plan have a date documenting the last time reviewed the policy to ensure it remains current, and relevant to	
○ Yes ○ No	
If 'Yes', Date of Last Contingency Plan Review	
Does the facility's contingency plan include the USMS prisoners	housed at the facility?
○ Yes ○ No	
Staff Background Checks	
Does the facility verify identity of employees, contractors and vo Fingerprints Yes No Social Security Number	
Are initial background checks completed for all employees, cont Yes No	ractors, and volunteers prior to hiring?
Does the facility conduct re-investigations of employees, contraction of the conduct re-investigations of employees.	ctors, and volunteers?
If 'Yes', how often? (Every 2 years, every 5 years, every 10 years)	rs, or more than 10 years)
Does the background check include verification of:	
Employment history for the past five (5) years?	○ Yes ○ No
Residency for the past three (3) years?	○ Yes ○ No
Credit history to ensure no current delinquency?	○ Yes ○ No
Credit history to ensure no unresolved liens?	○ Yes ○ No
Credit history to ensure no accounts in collection?	○ Yes ○ No
Credit history to ensure no court-ordered judgments?	○ Yes ○ No
Does the background check include verification that there are no):
Felony convictions?	○ Yes ○ No
Disqualifying misdemeanor convictions?	○ Yes ○ No
Derogatory civil records?	○ Yes ○ No
Alcohol dependencies?	○ Yes ○ No
Drug dependencies?	○ Yes ○ No
Reporting/Investigating Staff Misconduct	
How many administrative allegations of staff misconduct were re	eported since the last USMS DFR (if applicable)?
How many criminal allegations of staff misconduct were reported	d since the last USMS DFR (if applicable)?

Prisoner Anti-Discrimination		
Does the facility have a prisoner anti-discrimination policy that addresses:		
Age?	Yes	○ No
Disability?	Yes	○ No
Equal Pay/Compensation?	○ Yes	○ No
Genetic Information?		○ No
Harassment?		○ No
National Origin?		○ No
Pregnancy?	○ Yes	○ No
Race/Color?		○ No
Religion?		○ No
Retaliation?		○ No
Sex?		○ No
Gender Identity?		○ No
Sexual Preference?		○ No
Sexual Harassment?		○ No
Are services, programs, and activities provided to all eligible prisoners?	○ Yes	○ No
Prison Rape Elimination Act (PREA) Compliance		
Does the facility have a PREA compliance program?		
○ Yes ○ No		
○ Yes ○ No Does the program address the following items:		
	○ Yes	○ No
Does the program address the following items:	○ Yes ○ Yes	○ No○ No
Does the program address the following items: Zero tolerance toward all forms of sexual abuse and sexual harassment?		
Does the program address the following items: Zero tolerance toward all forms of sexual abuse and sexual harassment? Prevention and response planning?	O Yes	○ No
Does the program address the following items: Zero tolerance toward all forms of sexual abuse and sexual harassment? Prevention and response planning? Prisoner training and education?	○ Yes○ Yes	○ No ○ No
Does the program address the following items: Zero tolerance toward all forms of sexual abuse and sexual harassment? Prevention and response planning? Prisoner training and education? Employee training and education?	○ Yes○ Yes○ Yes	○ No○ No○ No
Does the program address the following items: Zero tolerance toward all forms of sexual abuse and sexual harassment? Prevention and response planning? Prisoner training and education? Employee training and education? Screening for risk of sexual victimization?	YesYesYesYesYes	○ No○ No○ No○ No
Does the program address the following items: Zero tolerance toward all forms of sexual abuse and sexual harassment? Prevention and response planning? Prisoner training and education? Employee training and education? Screening for risk of sexual victimization? Reporting and investigations?	YesYesYesYesYesYes	NoNoNoNoNoNoNo
Does the program address the following items: Zero tolerance toward all forms of sexual abuse and sexual harassment? Prevention and response planning? Prisoner training and education? Employee training and education? Screening for risk of sexual victimization? Reporting and investigations? Discipline?	YesYesYesYesYesYesYes	○ No○ No○ No○ No○ No○ No○ No
Does the program address the following items: Zero tolerance toward all forms of sexual abuse and sexual harassment? Prevention and response planning? Prisoner training and education? Employee training and education? Screening for risk of sexual victimization? Reporting and investigations? Discipline? Medical/ mental health care?	YesYesYesYesYesYesYesYes	○ No○ No○ No○ No○ No○ No○ No○ No

UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed) If 'No' to the previous question, has a DOJ PREA audit been scheduled?

○ Yes ○ No
Scheduled DOJ PREA Audit Date
Is a hard copy of the PREA audit available?
○ Yes ○ No
If 'Yes', Audit Date What was the name of the Auditor?
Is there a corrective action plan in place?
○ Yes ○ No
Has corrective action taken place?
○ Yes ○ No
Was the facility re-inspected to ensure the violations were corrected properly?
○ Yes ○ No
HEALTH CARE
Intake and Screening
Does the facility have policy or procedures for medical screening during intake?
○ Yes ○ No
Do all prisoners undergo medical screening during the initial intake process?
○ Yes ○ No
If 'No', how long after intake does the screening occur?
months days
Is a comprehensive health appraisal for each prisoner completed within 14-days after initial intake?
Yes No
If 'No', how long after intake does the appraisal occur?
months days
Does the facility ensure TB testing during the initial intake process?
○ Yes ○ No
If 'No', how long after intake does the TB test occur?
months days
Are TB test results provided to the USMS within 14 days?
○ Yes ○ No

If 'No', when were results provided?
months days
Do all prisoners undergo mental health screening during the initial intake process? O Yes O No
If 'No', how long after intake does the mental health screening occur?
months days
Do all prisoners undergo dental health screening during the initial intake process? O Yes O No
If 'No', how long after intake does the dental health screening occur?
months days
Are all medical screening results reviewed by a physician? Yes No
How long after intake does this occur?
months days
Are medical screening records maintained for every prisoner?
○ Yes ○ No
Medical, Dental, and Mental Health
Does the facility have a medical unit staffed 24/7?
○ Yes ○ No
Does the facility employ an on-site mental health professional?
○ Yes ○ No
Are prisoners with mental health issues identified as part of the vulnerable population?
○ Yes ○ No
Are prisoners with mental health issues referred to qualified mental health professionals?
○ Yes ○ No
Routine, Chronic, and Emergency Health Services
Are all prisoners made aware of the process for requesting health care services?
○ Yes ○ No
Does the facility have a policy or procedures for identifying medical emergencies? No

Does the facility participate in the NMCC? Yes No
Does the facility have an onsite pharmacy?
○ Yes ○ No
Does the facility document prisoner health care grievances?
○ Yes ○ No
Response to Medical, Mental and Dental Health Needs
Are all prisoners who require health care beyond the capacity of the facility transferred to a facility where such care is available?
○ Yes ○ No
Are facility staff CPR/First Aid certified?
○ Yes ○ No
With the exception of emergencies, does the facility use POD Medical Management to request approval for outside medical services?
○ Yes ○ No
Does the facility immediately notify the district in the event of a USMS prisoner medical emergency?
○ Yes ○ No
Suicide Prevention
Does the facility have a suicide prevention program?
○ Yes ○ No
Does the facility document staff training for prisoner suicide prevention?
○ Yes ○ No
Does the facility have procedures for identifying prisoners at risk for suicide?
Yes No
Does the facility have procedures for monitoring prisoners at risk for suicide?
○ Yes ○ No
How often are welfare inspections conducted on suicidal prisoners?
Select
Does the facility report suicidal gestures, remarks, tendencies and attempts to the USMS?
○ Yes ○ No
Does the facility provide mental health services to suicidal prisoners?
○ Yes ○ No
Does the facility report restrictive housing of suicidal prisoners to the USMS?

How many suicidal prisoners were placed in res	strictive housing during the	rating period?		
Prisoner Death				
Does the facility have procedures to respond to	a prisoner's death?			
○ Yes ○ No				
Does the facility immediately notify the USMS in	n the event of a USMS pris	oner death?		
○ Yes ○ No				
Does the facility review each prisoner death?				
○ Yes ○ No				
Infectious Disease				
Does the facility have policy or procedures to addiseases?	ddress the management ar	nd reporting of in	fectious and communicab	ole
○ Yes ○ No				
Does the plan include:				
HIV?	○ Yes ○ No			
Tuberculosis?	○ Yes ○ No			
Hepatitis?	○ Yes ○ No			
Influenza?	○ Yes ○ No			
Chlamydia?	○ Yes ○ No			
COVID?	○ Yes ○ No			
Ebola?	○ Yes ○ No			
HPV?	○ Yes ○ No			
Salmonella?	○ Yes ○ No			
Scabies?	○ Yes ○ No			
Zika?	○ Yes ○ No			
E. coli?				
Chicken Pox?	○ Yes ○ No			
Does the facility have an infectious and commu	nicable disease policy or p	rocedures to:		
Include identify prisoners with infectious and c	ommunicable diseases?	○ Yes	○ No	
Treat prisoners with infectious and communication	able diseases?	○ Yes	○ No	
Quarantine prisoners with infectious and comr	nunicable diseases?		○ No	
Does the facility report all cases of infectious ar	nd communicable diseases	to the USMS?		
Does the facility maintain adequate PPE for all	staff in the event of a pand	emic?		

Does the facility maintain adequate PPE for all prisoners in the event of a pandemic?
○ Yes ○ No
SECURITY AND CONTROL
Correctional Supervision
Are correctional officer posts located in, or immediately adjacent to, prisoner living areas so officers can respond promptly to emergency situations?
○ Yes ○ No
Are prisoners managed and supervised 24/7?
○ Yes ○ No
Security Features
Are weekly inspections of all security devices conducted?
○ Yes ○ No
Security Inspections
Does the facility conduct intermittent security sweeps of all areas prisoners occupy?
○ Yes ○ No
Searches and Contraband
Does the facility have procedures for searching prisoners for contraband upon arrival to the facility?
○ Yes ○ No
Does the facility have procedures for searching prisoners for contraband prior to transporting the prisoner?
○ Yes ○ No
Does the facility have procedures for searching prisoners for contraband after prisoner visitation?
○ Yes ○ No
Does the facility have procedures for searching prisoners for contraband after work details?
○ Yes ○ No
Does the facility notify the USMS if a USMS prisoner is found with contraband?
○ Yes ○ No
Prisoner Accountability and Supervision
Does the facility have procedures for physically counting prisoners?
○ Yes ○ No
Number of counts per day

Use of Force
Does the facility have procedures for use of force?
○ Yes ○ No
Does the facility document and report use of force?
○ Yes ○ No
Does the facility investigate all use of force incidents?
○ Yes ○ No
Non-routine Use of Restraints
Does the facility have procedures for use of restraints?
○ Yes ○ No
Is the use of restraints on pregnant or postpartum USMS prisoners reported to the USMS?
○ Yes ○ No
Number of pregnant USMS prisoners since the last USMS DFR (if applicable).
Number of times pregnant or postpartum USMS prisoners were restrained since the last USMS DFR (if applicable).
Number of times pregnant of postpartum obide prisoners were restrained since the last obide of it (ii applicable).
Key Control
Is the use of keys controlled and inventoried?
○ Yes ○ No
Tools and Culinary Equipment Control
Is the use of tools and culinary equipment controlled and inventoried?
○ Yes ○ No
How many missing items during the rating period?
Weapons Control
Does the facility have procedures for the control and use of firearms and less-than-lethal devices?
○ Yes ○ No
Prisoner Handbook and Discipline
Do prisoners have 24/7 access to a prisoner rule/handbook in English?
Yes No

Does the English prisoner rule/handbook include facility rules and disciplinary procedures for violations? O Yes O No					
Do prisoners have 24/7 access to a prisoner rule/handbook in Spanish? Yes No					
Does the Spanish prisoner rule/handbook include facility rules and disciplinary procedures for violations? Yes No					
Restrictive Housing					
Does the facility have written procedures for restrictive housing? O Yes O No					
Does the facility have written procedures for monitoring prisoners in restrictive housing? O Yes No					
Does the facility immediately report restrictive housing of any USMS prisoner in the vulnerable population? Yes No					
How many USMS prisoners in the vulnerable population were placed in restrictive housing since the last USMS DFR (if applicable)?					
Does the facility report restrictive housing of every USMS prisoner, monthly to the USMS? Yes No					
How many USMS prisoners were placed in restrictive housing since the last USMS DFR (if applicable)?					
How does the facility report restrictive housing to the USMS?					
☐ Email ☐ Invoices ☐ Restrictive Housing Module					
Does the facility have procedures for reintegration of a prisoner from restrictive housing into the general population? O Yes No					
Does the facility notify the prisoner of the reason for restrictive housing? O Yes No					
Criminal Organization (If needed, use "Other Notes Section" on last page to document more than one organization.)					
Does the facility collect criminal organization or security threat group information? O Yes O No					
Name of Criminal Organization Category (Leave blank) Organization Level (Leave blank) OID (Leave blank)					

Remarks
FOOD SERVICE
Sanitation Requirements
Has the facility been inspected by an external party within the past 12 months to ensure that the food service and equipment meets established health, sanitation, and safety protocols? O Yes No
If 'Yes', Date of Inspection
Were any violations identified?
○ Yes ○ No
Have those violations been corrected?
○ Yes ○ No
Was the facility re-inspected to ensure the violations were corrected properly?
○ Yes ○ No
Adequate and Varied Meals
Does the facility provide 3 meals per day?
○ Yes ○ No
Does the facility provide a minimum of 2 hot meals per day?
○ Yes ○ No
Does the facility provide meals that are nutritionally adequate and varied, as approved by a dietitian?
○ Yes ○ No
Does the facility serve meals that match the approved meal menus? O Yes O No
Does the facility provide special meals for prisoner religious or medical needs?
○ Yes ○ No
SAFETY AND SANITATION
Fire Safety
Are annual fire safety inspections conducted by state or local fire officials?
○ Yes ○ No
If 'Yes', Date of Inspection

UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed) Were any violations identified? Yes O No

were any violations identified?
○ Yes ○ No
Have those violations been corrected?
○ Yes ○ No
Was the facility re-inspected to ensure the violations were corrected properly?
○ Yes ○ No
Control of Dangerous Materials
Does the facility have procedures for the maintenance, inventory, and storage of flammable, toxic, and caustic material and chemicals?
○ Yes ○ No
Does the facility have adequate personal protective equipment for the safe handling of chemicals? O Yes No
Does the facility receive training on the safe use of each chemical?
○ Yes ○ No
If yes to the above question, is the training documented?
○ Yes ○ No
Clothing, Laundry and Bedding
Are all prisoners issued at least two clean sets of temperature appropriate and properly sized clothing, to include uniforms, socks, underwear, t-shirts, braziers, and shoes? Yes No
Do prisoners have access to laundry facilities, or the ability to have their clothing items washed?
○ Yes ○ No
Do all prisoners receive adequate bedding, to include blanket, sheets, mattress and pillow? O Yes No
How often is bedding washed or exchanged? (Weekly, Every 2 weeks, Every 3 weeks, Monthly, Every other month, Never)
Are exceptions to the laundry schedule made when clothes are soiled?
○ Yes ○ No
Are exceptions to the linen schedule made when linen and mattresses are soiled?
○ Yes ○ No
Are mattresses a minimum of 12 inches from the floor?
○ Vas ○ No

Housing	
Are single cells a minimum of 56 square feet?	
○ Yes ○ No	
Are double cells a minimum of 72.5 square feet?	
○ Yes ○ No	
Does the facility triple bunk or use boat beds?	
○ Yes ○ No	
How many times did the facility triple bunk or use boat be	beds since the last USMS DFR (if applicable)?
Personal Hygiene	
Are the following available at no cost:	
Soap?	○ Yes ○ No
'	○ Yes ○ No
	○ Yes ○ No
'	○ Yes ○ No
, ,	○ Yes ○ No
Tampons?	○ Yes ○ No
Do all prisoners have 24/7 access to an operable toilet?	?
○ Yes ○ No	
Do all prisoners have 24/7 access to a washbasin with ${\bf H}$	hot and cold running water?
○ Yes ○ No	
Physical Facility and Equipment	
Is the facility kept clean and in good repair?	
○ Yes ○ No	
Is all facility equipment in proper working order?	
○ Yes ○ No	
Is there any evidence or sign of mold?	
○ Yes ○ No	
Is there any evidence or sign of insects?	
○ Yes ○ No	
Is there any evidence or sign of rodents?	
Yes No	

Does the facility have adequate environmental controls to provide for indoor prisoner living conditions with air temperatures maintained between 69 and 76 degrees?
○ Yes ○ No
SERVICE AND PROGRAMS
Classification, Review, and Housing
Does the facility have a procedure for prisoner classification, placement, and management? O Yes O No
Does the facility regularly review a prisoner's behavior or circumstances to determine housing placement? O Yes No
Are all USMS prisoners clearly identified in the facility's classification system? O Yes O No
Copay and Fees
Are prisoners charged a fee for haircuts?
○ Yes ○ No
If 'Yes', are all prisoners charged the same fee?
○ Yes ○ No
Are prisoners charged a fee for meals?
○ Yes ○ No
If 'Yes', are all prisoners charged the same fee?
○ Yes ○ No
Are prisoners charged a fee for medical co-pay?
○ Yes ○ No
If yes, are all prisoners charged the same fee?
○ Yes ○ No
Religious Practices
Do prisoners have the opportunity to participate in the religious practice of their faith?
○ Yes ○ No
Volunteer Work Assignments
Does the facility ensure that un-sentenced prisoners are not required to work unless they volunteer to do so?
○ Yes ○ No
Does the facility pay prisoners for work?
○ Yes ○ No

(
Are USMS prisoners assigned to work outside of the secure perimeter of the facility?					
Yes O No					
Does the facility document all USMS prisoner work assignments?					
○ Yes ○ No					
Prisoner Grievance Program					
Is a grievance procedure that includes at least one level of appeal available to all prisoners?					
○ Yes ○ No					
Juveniles					
Does the facility house juveniles? If 'No', move to next section.					
○ Yes ○ No					
Does the facility have procedures for housing juveniles?					
○ Yes ○ No					
Does the facility house prisoners between 18-21 who are charged as juveniles?					
○ Yes ○ No					
Does the facility ensure the special diet, exercise, and education needs of juvenile prisoners are met?					
○ Yes ○ No					
Does the facility place prisoners under 21 who are charged as juveniles in restrictive housing?					
Yes No					
Does the facility ensure that voluntary and involuntary restrictive housing of prisoners under 21 who are charged as					
juveniles are removed from restrictive housing every 3 hours?					
○ Yes ○ No					
Does the facility immediately report juvenile segregation or restrictive housing of USMS juvenile prisoners?					
○ Yes ○ No					
Exercise and Out-of-Cell Opportunities					
Does the facility provide prisoners with opportunity for exercise and out-of-cell time?					
○ Yes ○ No					
Telephone Access					
Do prisoners have adequate access to telephones?					
○ Yes ○ No					

Access to the Courts and Legal Materials			
Do prisoners have access to the courts?			
○ Yes ○ No			
Do prisoners have access to legal material/law library?			
○ Yes ○ No			
Access to Legal Representation			
Do the prisoners have confidential access to counsel via telephone?			
○ Yes ○ No			
Do the prisoners have confidential access to counsel via written correspondence?			
○ Yes ○ No			
Do the prisoners have confidential access to counsel via visitation?			
○ Yes ○ No			
Visitation			
Does the facility have a prisoner visitation program?			
○ Yes ○ No			
Does the prisoner visiting room have barriers to prevent contact visitation?			
○ Yes ○ No			

ONCLUSION		
Other Notes		

Title		Name			
Type of Contact	Phone Number	Extension	Email Address		
Detention Facility Review (DFR) Certification I certify that this facility was inspected by an 0082 or 1811 with a current <u>USM-222</u> , Additional Duty Designation designating them as a Detention Facility Inspector and that applicable <u>Corrective Action Recommendations</u> were provided to the facility.					
Performed By	Title			Date	