

CONTRACT AGREEMENT
between
Cumberland County, ME
and
Town of Cumberland, ME

Shared Use of Eagle Nest Radio Communications Resources

A. Purpose

This CONTRACT AGREEMENT outlines the terms and conditions for the Cumberland County ("County") to permit the Town of Cumberland, Maine ("Town") to use and occupy space within the County's Regional Communication's radio shelter located at 18 Eagles Nest Road in Gray, Maine (the "Shelter Room"), including shared use of specific radio equipment and resources listed in Exhibit A.

Moreover, this AGREEMENT promotes cooperative use of equipment and resources and expresses the mutual intent of both parties to explore future collaboration in sharing facilities and infrastructure. The County and the Town acknowledge the vital need to safeguard the safety and well-being of residents and taxpayers in their respective jurisdictions. They are dedicated to enhancing their joint capacity to share Public Safety Land Mobile Radio resources by establishing a wide-area regional communications system that enables direct connectivity between the County and Town systems.

Through this agreement, the parties seek to cultivate a spirit of cooperation, collaboration, and mutual support to optimize public safety communications, enhance interoperability, and address coverage gaps. This ensures reliable, robust communication support for Firefighters, Police Officers, Fire fighters, EMS, and other First Responders in critical life-safety scenarios.

B. Ownership

The County and the Town shall own and maintain its radio equipment and infrastructure associated with their radio network infrastructure.

C. Shelter Room Access and Use

1. County agrees to allow the Town to install and maintain communications equipment within the County's Shelter Room, subject to reasonable technical, safety, operational, and Litchfield Tower Company requirements necessary to ensure the continued reliability and integrity of the facility.
2. The Town shall not materially interfere with the County's operations.
3. Town and County agree to permit access to authorized personnel for the purposes of maintenance and/or repair of installed communications equipment. Authorized personnel shall include individuals authorized by the County's Regional Communication Center's Director and/or Chief of the Cumberland Police Department.

D. Equipment Sharing

1. Where practical and mutually agreed upon, the parties may share equipment resources (e.g., racks, backup power systems, antennas, microwave links).
2. Shared use equipment is identified in Exhibit-A identifying specific assets and responsibilities.

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E. Maintenance and Costs

1. Each party is responsible for the installation, operation, and maintenance of its own equipment, unless otherwise agreed.
2. All costs related to equipment space, electrical service, HVAC, and other utilities serving the Shelter Room are governed by separate agreements between each party and the Litchfield Tower Company.

F. Landlord Owner Approval

1. The parties acknowledge that the Shelter Room is owned or controlled by a third-party landlord/shelter owner, Litchfield Tower Co. (the "Landlord").
2. All work, modifications, or installations within the Shelter Room shall require prior review and approval by the Landlord.
3. Each entity shall have a separate agreement with the Landlord, and be solely responsible for all costs, fees, or requirements imposed by the Landlord as they relate to that entity's equipment or activities.

G. Right of Entry / Access Procedures

1. Access to the Shelter Room shall be permitted only to authorized personnel designated in writing by each entity.
2. The parties shall comply with the Landlord's access control procedures, including key or card issuance, alarm codes, sign-in/out logs, or escort requirements.
3. Except in emergency circumstances, advance notice of at least twenty-four (24) hours shall be provided to the other party and the Landlord prior to any planned access or work in the Shelter Room.
4. Each entity shall be responsible for ensuring that its employees, contractors, or agents comply with all security, safety, and site protocols while on site.

H. Insurance and Liability

1. Each entity shall be solely responsible for insuring its own equipment placed within the Shelter Room, including coverage for loss, theft, or damage.
2. Neither party shall hold the other, nor the Landlord, liable for any damage to or loss of its equipment, except to the extent caused by gross negligence or willful misconduct.
3. Each entity shall indemnify and hold harmless the other party and the Landlord from claims, damages, or liabilities arising out of that entity's installation, operation, or maintenance of its equipment.
4. Nothing herein shall be construed as a waiver of any immunities, limitations of liability, or defenses available to the Town and County under the Maine Tort Claims Act.

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I. Future Cooperative Use

1. The parties acknowledge the potential benefits of additional collaboration in communications infrastructure.
2. Each entity agrees to consider in good faith requests from the other for shared use of existing or future facilities, equipment, or resources.
3. Such requests shall not be unreasonably withheld, provided that use does not compromise safety, system integrity, or regulatory compliance.

J. Licensing Responsibility

1. Each entity shall be solely responsible for securing and maintaining all necessary Federal Communications Commission (FCC) licenses and authorizations for its own radio equipment and operations.
2. Copies of active FCC licenses relevant to installed equipment shall be provided to the other party and to the Landlord upon request.

K. Interference Protection

1. Each entity shall operate its equipment in compliance with FCC regulations to avoid harmful interference to the other party's operations or to other licensed users.
2. If interference is reported or detected, both entities shall cooperate in good faith to identify the source, mitigate the issue, and restore compliant operation as quickly as possible.
3. Remedial Action - The entity responsible for causing interference shall bear the cost of corrective measures, which may include reconfiguration, filtering, frequency changes, or equipment replacement.

L. Modification

Any changes initiated by either party involving equipment that impact the operations of the other party, or that necessitate equipment upgrades by the other party, and fall within the scope of this AGREEMENT, must be mutually agreed upon. Such changes require a written modification to this AGREEMENT, which must be reviewed, signed, and dated by all parties involved. This written modification must be completed and fully executed before any equipment changes or upgrades are implemented to ensure that all Parties are aware of and consent to the operational and financial implications of the proposed modification or upgrade.

M. Term and Termination

1. This AGREEMENT will become effective as to each party hereto upon the party's execution of this agreement. The AGREEMENT will not terminate, but will extend through the life of the radio equipment and may be amended at any time by mutual agreement of the parties.

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2. Either party may terminate this AGREEMENT with ninety [90] days' written notice.
- N. **Site Cost Sharing.** Town shall pay COUNTY a monthly amount, commencing one year from the effective date of this agreement, or upon installation of shared equipment, whichever comes first. Payment shall be \$800 per month for the first twelve months. Commencing one (1) year from the date Town begins making site cost sharing payments, the monthly payment shall be increased by 3% from the preceding year.
- O. **Cooperation:** The Parties will cooperate and use their best efforts to ensure that the various provisions of this AGREEMENT are fulfilled. The parties agree in good faith to undertake resolutions of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this AGREEMENT.
- P. **Notices:** Each Party agrees to keep their contact information, including physical addresses and email addresses, up to date with the other Parties. Any Party may update their contact information by giving written notice to the others. Notices, requests, demands, or changes will be considered effective upon receipt if delivered by email or certified mail. All Parties agree to promptly acknowledge receipt of any notice or request and to provide confirmation when requested.

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Signature Page

This Memorandum of Understanding was entered into on this _____ day of
_____, 2026.

Town of Cumberland

By: _____

Printed: _____

Title: _____

Date: _____

Cumberland County

By: _____

Printed: _____

Title: _____

Date: _____

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Exhibit-A

Town of Cumberland Site Equipment and Shared County Equipment Schedule

Town of Cumberland Site Equipment

Item	Quantity
Police & Fire RF equipment: repeaters, voter, network equipment, etc	2
GPS synchronization	1
11 GHz microwave radio & network	1

Town of Cumberland and County Shared Site Equipment

Item	Responsibility
Transmitter Combiner, Receiver Multicoupler, and antenna system	County owned equipment: Town to purchase and install combiner expansion and installation for the proposed town repeaters.
DC Rectifier equipment	County owned equipment: Town to purchase expansion card for the County rectifier.
Batteries	County owned equipment: Town to purchase lithium battery set to replace current County batteries & maintain current loading.