Maine
Cumberland **County**

CUMBERLAND COUNTY COMMISSIONERS
MEETING AGENDA

The County Commissioners will hold their meeting online using Zoom

The public may watch the video stream live on cumberlandcounty.org/live

Submit public comments to kennedy@cumberlandcounty.org prior meeting start time

Monday, April 13, 2020

5:30 PM

CALL TO ORDER

APPROVAL OF THE MINUTES

Regular Meeting Minutes of March 9, 2020

INFORMATIONAL REPORT/PRESENTATIONS

There are no Informational Reports/Presentations this month

COMMENTS FROM THE PUBLIC

The Board Chair or staff member will read submitted public comments.

CONSENT AGENDA APPROVALS

20-030	Approval of the extension of the Sheriff's Office Patrol and Marine Patrol contracts with the Town of Harpswell
20-031	Approval of Sheriff's Office Commissions for March and April 2020

NEW BUSINESS

20-032	Acceptance of the Community Development Block Grant Annual Action Plan and allocation of HOME funding– First Reading. Setting May 11, 2020 as final review and action.
20-033	Proclamation for National Telecommunicators Week – April 12-18, 2020
20-034	Proclamation for National Corrections Officers Week – May 3-9, 2020
20-035	Authorizing the County Manager to contribute funds from the County's Regional Aid Fund to Food Pantries around Cumberland County.

COMMENTS FROM THE COUNTY MANAGER

COMMENTS FROM THE EXECUTIVE STAFF

COMMENTS FROM THE COUNTY COMMISSIONERS

EXECUTIVE SESSION

The County Commissioners will enter into Executive Session in accordance with 1 M.R.S.A §405 (6) (D) for the opportunity to discuss union negotiations.

ADJOURN

Next Commissioners' meeting: Monday, May 11, 2020 at 5:30 PM via Zoom online video conferencing.

Maine
Cumberland **County**

MINUTES OF SPECIAL MEETING **April 1, 2020**

Video meeting - Zoom

CALL TO ORDER – 5:30 pm

Commissioners in Attendance:
Thomas Coward, Chair
Stephen Gorden, Vice Chair
Neil D. Jamieson, Jr.
James Cloutier
Susan Witonis

Staff in Attendance:
James Gailey, County Manager
Joseph Chappell, County EMA
Kevin Joyce, Cumberland County Sheriff
Travis Kennedy, Director of Public Affairs
Alex Kimball, Deputy Manager – Finance & Admin
Barbara Owens, Executive Assistant/Deputy Clerk

The Cumberland County Commissioners' Special Meeting was held at 5:30 PM via Zoom video conferencing. The public was able to submit comments prior to the meeting and watch the video meeting via a YouTube link.

Commission Chair Thomas Coward invited the public to submit comments to kennedy@cumberlandcounty.org

PUBLIC HEARING

020-027 Resolution regarding the Maine Bond Bank

County Manager Jim Gailey discussed this item. Commission Chair Thomas Coward asked for a motion to adopting the Resolution of the Board of Commissioners of Cumberland County, Maine, authorizing issue and sale of up to $290,194.00 principal amount of general obligation bonds. Commissioner James Cloutier so moved, Commissioner Neil D. Jamieson, Jr. seconded. Chairman Coward asked the Deputy Clerk for a roll call vote. Vote 5-0.

020-028 Authorization of the County Manager to sign on behalf of the County the Maine Bond Bank Loan Agreement

County Manager Jim Gailey discussed this item. Commission Chair Thomas Coward asked for a motion to approve Public Hearing Item 20-028 authorizing Cumberland County Manager to sign on behalf of the County the Maine Bond Bank Loan Agreement. Commissioner James Cloutier so moved, Commissioner Stephen Gorden seconded. Chairman Coward asked Deputy Clerk for a roll call vote. Vote 5-0.

020-029 County Commissioner Emergency Declaration

County Manager Gailey introduce the proposed Emergency Declaration. Commissioner Gorden proposed an amended to the third to the last paragraph at the end "and as offered for ratification by the County Commissioners." Commissioners discussed. Gorden motioned, Cloutier seconded, but after Chairman Cloutier offered up the concept of terminating the Declaration after 120 days, Commissioner Gorden withdrew his motion. Chairman Cloutier then proposed an amendment to the last paragraph adding language "this declaration shall expire 120 days from this date unless otherwise extended." Jamieson seconded and Chairman Coward asked the Deputy Clerk for a roll call vote. Vote 5-0.

Chairman Thomas Coward asked for a motion to approve the Amended Emergency Declaration. Commissioner Cloutier so moved, Commissioner Witonis seconded. Deputy Clerk did a roll call vote. Vote 5-0

COMMENTS FROM THE PUBLIC

Director of Public Affairs, Travis Kennedy noted there were no public comments received via email.

COMMENTS FROM THE COUNTY MANAGER

County Manager Jim Gailey discussed all his staff were doing to practice social distancing and best practices for a safe work environment with regard to the COVID-19 virus. He asked Sheriff Kevin Joyce and Emergency Management Agency Director Joseph Chappell to share updates on what their offices are doing in light of the current situation.

COMMENTS FROM THE COUNTY COMMISSIONERS

Commissioner Neil D. Jamieson, Jr. wanted to express his thanks to all Executive staff for what they are doing to keep our services going as well as being smart and safe.

Commissioner Susan Witonis wanted to follow Commissioner Jamieson's comments and say that County staff are doing a great job during these times.

Commissioner James Cloutier also wanted to thank the County Sheriff and Director of EMA for coming tonight as well as thank County Manager Jim Gailey as he felt he has had to paddle upstream during these times and has done a great job. For the future he has seen several post recovery plans he would like to discuss and has notice that he still sees a lot of downtown and believes people have been responsible in adhering to guidelines set out for prevention of the COVID-19 virus.

Commissioner Steve Gorden shared he has noticed several religious organizations helping with shopping for the elderly, etc. as well as noted on his drives between Yarmouth and Freeport local individuals selling lobster.

Commission Chair Thomas Coward wanted to echo all commissioners on their comments of what an outstanding job our staff has been doing. He also wanted to thank Director of Public Affairs for his orchestrating of the Zoom meeting tonight and believes this is a way to widen participation of community involvement. He shares hats off to County Manager Gailey, Sheriff Joyce and EMA Director Chappell as well. He shared his disappointment with the Federal government yet was very pleased with the reaction of Mainers.

ADJOURN

Commission Chair Thomas Coward asked for a motion to adjourn the video meeting. Commissioner James Cloutier so moved to adjourn the video meeting. Commissioner Neil D. Jamieson, Jr., seconded. All Commissioners voted unanimously in favor, 5 – 0. The meeting adjourned at 6:34 pm.

Next Commissioners' meeting: Monday, May 11, 2020, via Video Conferencing at 5:30 PM.

Staff Report
Cumberland County Sheriff's Office

May 02, 2020

Title: Town of Harpswell Contracts (extension for 2019-2020)

County Manager's Comments

Background: The 2020-2021 Contracts for Harpswell were submitted on October 4th, 2019 in anticipation of the yearly Town Meeting to be held in March of 2020. Due to COVID-19 issues, the Town Meeting was cancelled. The Town of Harpswell is seeking to have the current Contracts extended until a Town Meeting/vote can occur.

Discussion: Current language in both Patrol and Marine Patrol allow such an extension if approved by the Sheriff and County Commissioners.

12.1 This Contract shall remain in full force and effect commencing April 1, 2019, and ending March 31, 2020, 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

Fiscal Impact: Pro-rated Contract amounts to be calculated.

Recommendations: Request Commissioners approve extension of current 2019-2020 Harpswell Patrol and Marine Patrol contracts

Prepared by:

Scott Stewart,
Captain

Approved by:

Kevin Joyce,
Sheriff

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

HARPSWELL – PATROL

04/01/2019 to 03/31/2020

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 2019, 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. Service shall mean comprehensive law enforcement services provided for 20 (twenty) hours a day, seven days a week.

D. Substation shall mean a subsidiary or branch station of the Cumberland County Sheriff's Office.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services.

A. The SHERIFF shall provide to the 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;

l. 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 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	Date
• schedule for deputies assigned to Harpswell	as prepared
• monthly categorical summary of calls for service	15th of following month
• monthly summary of moving traffic stops With distinction between warnings and summons	15th of following month
• copies of all operational policies and procedures	within 15 days of Sheriff's approval
• copies of approved collective bargaining agreements which pertain to deputies assigned to Harpswell	within 15 days of final ratification by all parties
• summary of pending criminal cases to include each case's status in the judicial system	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, 2019, through March 31, 2020, shall be

> ***Four hundred nineteen thousand, one hundred fifty dollars and thirty nine cents***, ($419,150) and 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, 2019; 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, 2019, and ending March 31, 2020, 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

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

IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: _____

CHAIRPERSON
COUNTY COMMISSIONERS

DATE: 05-13-2019

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: _____

SHERIFF
KEVIN J. JOYCE

DATE: 04-02-2019

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

TOWN OF HARPSWELL

BY: Kristi K. [illegible]
as authorized by Board of Selectmen

DATE: 3/28/19

ATTEST: _____
COUNTY MANAGER/CLERK

DATE: 5/13/19

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

HARPSWELL- MARINE PATROL

04/01/2019 TO 03/31/2020

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 2019, 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 bas 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 for a minimum of seven (7) low tides per week, for a total of 80 (eighty) hours a week, beginning April, 2019.

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 a minimum of seven (7) of the fourteen (14) low tides in a seven-day cycle. The Marine Patrol Deputies will work five (5) eight 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 he simultaneously out for one (1) 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 be available for general law enforcement duties.

5. The Marine Patrol Deputies will be charged with providing water quality sampling and clam flat survey(s). A minimum of 15 coves will be surveyed by the two Marine Patrol contract Deputies. To the extent that clam-flat surveys are being performed, the coverage of seven (7) tides per

week will not 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 maintain, 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 maintain, 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 Sheriff's 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 Sheriffs 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 , 2019, through March 31, 2020, shall be

> **Two hundred six thousand, one hundred eighty five dollars and fifty-eight cents ($206,185.58)** 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, 2018; 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, 2019, and ending March 31, 2020, 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
  Dash camera (optional)
  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

IN THE PRESENCE OF

COUNTY OF CUMBERLAND

BY: _____
CHAIRPERSON
COUNTY COMMISSIONERS

DATE: 05-13-2019

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

COUNTY OF CUMBERLAND

BY: _____
SHERIFF
KEVIN J. JOYCE

DATE: 04.02.2019

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

TOWN OF HARPSWELL

BY: Kristi K. Eim
As authorized by Board of Selectmen

DATE: 3/28/19

ATTEST: _____
COUNTY MANAGER/CLERK

DATE: 5/13/19

CUMBERLAND COUNTY SHERIFF'S OFFICE

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

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

TO: CUMBERLAND COUNTY COMMISSIONERS

FROM: SHERIFF KEVIN JOYCE KJJ

DATE: February 27, 2020

SUBJECT: SHERIFF'S OFFICE COMMISSIONS February/March 2020

Agency	Officer	
CCSO	Cole Chandler	Nathan Paradis
	Cole Gagnon	Justin Gaudette
	Matthew Foss	
	James Melaugh	
	Cory Plummer	
	John Cross	
	Andy Schenk	
	Ashley Hall	
	Robert Mailman	
	Daniel Haskell	
	Scott Jordan	
	Tyler Monsees	
	Tom Curry	
	Warren Day	
Cumberland	Christopher Giles	

Falmouth	**Jeffrey Smith**
	Kurt Fegan
Gorham	**Todd Gagnon**
	Benjamin Moreland
	Dana Thompson
Scarborough	**Michael Thurlow**
	Shawn Anastasoff
South Portland	**Philip Longanecker**
Westbrook	**Jeremiah Ruggiero**
Windham	**Robert Hamilton**
	James Boudreau
Yarmouth	**Derek Miller**

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CUMBERLAND COUNTY COMMISSIONERS

STAFF REPORT

From: Kristin Styles, Community Development Director

Date: April 13, 2020

Subject: 2020 CDBG & HOME Funding

Two public hearings will be held on the use of Community Development Block Grant (CDBG) funds for 2020: April 13th and May 11th. A final vote by the Commissioners endorsing the 2020 Annual Action Plan is scheduled for the May 11th meeting. The Annual Action Plan will be submitted to HUD on May 15th.

The purpose of this report in is to:

1. Identify CDBG and HOME grant funds for 2020
2. Review the application process for selecting CDBG projects
3. Familiarize you with the projects and programs recommended for funding
4. Provide an update on the CARE Act - stimulus funds for CDBG

Available Grant Funds for 2020

CDBG Allocation: ***Cumberland County will receive $1,564,196***

The total allocation is divided into four components:

1.	Total Administrative Costs:	**$244,904**
	County Administration	$ 154,904
	South Portland Administration	$ 55,000
	Bridgton Administration	$ 35,000
2.	County Community & Regional Grants:	**$822,671**
3.	Town of Bridgton Activities:	**$160,071**
4.	City of South Portland Activities:	**$389,603**

I. Accepting and Selecting Applications

The process for selecting the "County" (not South Portland or Bridgton) applications for 2020:

- Applications distributed October 31, 2019
- Application workshop November 14, 2019
- Pre-applications submitted by December 11, 2019
- Final applications submitted January 30, 2020

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Following submission, applications were distributed to the Application Review Team. Team members were: Tom Gruber- Chair (Cumberland); Scott LaFlamme – Vice Chair (Yarmouth); Travis Kennedy, (Cumberland County); Sandy Warren (South Portland & Cumberland County); Kathy Tombarelli (Gray); Andrew Butcher (GPCOG); Bill Giroux (Standish); Tom Poirier (Gorham); Brian Sites (North Yarmouth); Daniel Stevenson (Westbrook).

Team members reviewed the applications and assigned scores based upon established criteria. Applicants met with the review team on March 5th to briefly present their projects and answer questions.

General Program Applications	Planning Program Applications
Project description – 10 points	Description of problem – 35 points
Project management – 10 points	Strategy to complete planning project – 30 points
Implementation schedule – 5 points	Readiness to proceed – 30 points
Readiness to proceed – 20 points	Multi-jurisdictional bonus – 5 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 15 grants for funding to the County Commissioners. Of these, three are region-wide activities and twelve are community-based projects. One of the community-based projects serves multiple communities.

Regional vs. community projects:

Regional projects:	$ 166,000
Community projects:	$ 656,671

Funding by project type:

Public Services	$ 135,000
Public Facilities & Infrastructure	$ 517,871
Housing	$ 104,800

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Planning	$ 29,000
County Administration	$ 154,904

Project & Funding Recommendations

Public Services

Cumberland- Through These Doors- Abuse in Later Life $ 24,000

The Abuse in Later Life advocate will provide direct service, safety planning and advocacy to 50+ individuals who are experiencing abuse within their intimate partner relationship or with family members.

The Opportunity Alliance (TOA) – Homelessness Prevention $ 38,450

Case management and one-time financial assistance supporting clients at-risk of homelessness or experiencing homelessness.

Vet 2 Vet- Volunteer Coordinator $ 25,550

Vet 2 Vet will hire a volunteer coordinator (part –time) to coordinate training and visits between volunteers and home bound veterans.

Strive – WorkLife Unlimited Training at the County Jail $ 12,000

WorkLife Unlimited will provide the STRIVE model attitudinal and behavioral training to inmates at the Cumberland County Jail to prepare them for employment and occupational skills development upon their release.

Standish – Food Pantry Van and Utility Trailer $ 35,000

The Town of Standish in partnership with the Standish Food Pantry will purchase a utility cargo van and tow-behind trailer to improve the operational capacity of the Pantry. The number of clients using the food pantry is growing and the van/cargo trailer is needed to keep up with demand.

Housing

Port Resources Group Home Repairs in Windham $ 50,800

Port Resources will complete much needed building repairs to two group homes in Windham. The homes serve at the permanent residence of adults with severe developmental and mental health challenges.

Habitat for Humanity- Home Repair Program $ 90,000

Habitat for Humanity will offer critical home repairs to income eligible families across Cumberland County.

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Public Facilities & Infrastructure

Harpswell- Cundy's Harbor Library Repairs $ 69,640

These funds will be used to replace a sump pump, dehumidification system, and radon system in the basement of the library. Any remaining funds will be used for weatherization and electrical upgrades.

Gorham – Little Falls Pedestrian Safety Improvements $ 48,720

These funds will upgrade 8 mid-block pedestrian crosswalks in the Little Falls Village. This project will add pedestrian flashing beacons and better signage to make pedestrians more visible to the vehicular traffic.

Yarmouth Community Center $ 150,000

Yarmouth will upgrade the former Masonic Lodge through a multi-phase renovation. These funds will be for phase one. The space will be used as a multi-generational service center with facilities for meal prep for meals on wheels, a medical loan closet, a food pantry, and programing space.

Gray – Newbegin Community Playground $ 67,248

This will become the first community playground in the Town of Gray. It is located next to the baseball fields and the site of the parks department's after school and summer camp programming.

Gray – Yarmouth Rd Micro Park $ 51,284

This blighted site has been acquired by the Town of Gray. It is located in the village center and will become a small urban oasis with park benches, edible garden, and shade trees.

Westbrook- Lincoln Street Boat Launch $130,979

The Lincoln Street Boat Launch is located at the same site as the CDBG funded Four Season Rink project. Together the two projects will transform an underutilized park in one of Westbrook's most populous areas. This project will remove evasive plant species and reconfigure the boat launch area to make it safer and more inviting to the public.

Planning

Gray- Pennell Labs Feasibility Study $ 12,000

The Town of Gray will conduct a planning study to explore the costs associated with mitigation, building code compliance, accessibility, fire safety and possible uses of the former Pennell Labs building.

Naples – Community Center Study $ 17,000

The Town of Naples will conduct a planning study to determine the community needs and the best location for a community center in Naples.

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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:

2020 Set-Aside Allocation **$196,228**

The Bridgton Board of Selectman will be voting on the town's 2020 CDBG projects on Wednesday, April 8, 2020. A list of the projects will be provided before the Commissioner's May 11th meeting.

City of South Portland:

2020 Set-Aside Allocation **$444,603**

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. Sandra Warren 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 5, 2020.

Public Facilities/Infrastructure	**$322,643**
Westbrook Street Development	$261,993
Renovate Senior Drop-in Center	$ 39,500
Port Resources- Housing Rehab	$ 21,150
Public Services	**$66,960**
Emergency Heating Assistance	$ 7,000
Recreation Scholarships	$ 12,960
Domestic Violence Outreach Support Services	$ 9,000
Redbank Hub	$ 25,000
Meals on Wheels	$ 13,000
Admin and Planning	**$ 55,000**
Program Administration	$ 55,000

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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 a leverage when affordable housing developers seek LIHTC and other funding sources.

2020 funds = $432,611

Affordable Housing Development	$364,676
CHDO	$ 67,935

2020 CARE Act Funds

The CDBG portion of the CARE Act funds have been divided into three portions: $2 billion will be distributed using the existing formula, $1 billion would go to states based on a formula developed by HUD for COVID-19 (the states will then allocate to both entitlement and non-entitlement communities), and the remaining $2 billion will go to the states and localities based on a formula to be developed by HUD within 30 days.

As of April 6th, the Cumberland County Community Development office has been told that we will receive $920,165 from the first $2 billion. We also know that the State of Maine will receive $1,250 million of the $1 billion portion, but we have not been told how much of that will come to Cumberland County.

HUD will be giving us guidance in the coming weeks about the timeline and requirements for the distribution of the funds. We hope to have more information to provide to you by the May 11th Commissioners Meeting.

NOTICE OF PUBLIC HEARINGS
Monday April 13, 2020 at 5:30pm
Monday May 11, 2020 at 5:30pm
accessible via a Zoom Conferencing link to be provided in the agenda for each meeting.

30 DAY PUBLIC COMMENT PERIOD
CUMBERLAND COUNTY, MAINE
April 10, 2020 to May 11, 2020
Via email styles@cumberlandcounty.org
142 Federal Street, Portland, Maine, Room 109
http://www.cumberlandcounty.org/146/Community-Development-CDBG

2020-2021 CONSOLIDATED 'COMMUNITY DEVELOPMENT ANNUAL ACTION PLAN, estimated budget for Community Development Block Grant Program is $1,564,196;

The Cumberland County Commissions will hold two public hearings to consider the allocation of the above referenced program funds received by Cumberland County from the U.S. Department of Housing and Urban Development (HUD). Information regarding the funding recommendations along with the log-in directions for the Zoom Conferencing link can be found on the county's website at http://www.cumberlandcounty.org/355/Public-Meeting-Agendas-Videos.

The primary objectives of the Cumberland County Consolidated Community Development Plan and the Annual Action Plan are the development of a viable urban community including decent housing, a suitable living environment, and expanding economic opportunities, principally for low and moderate income persons, and to aid in the prevention and elimination of slum and blight.

The County welcomes comments on the 2020-2021 Consolidated Community Development Annual Action Plan. To submit comments or for more information please contact Kristin Styles, Community Development Director, styles@cumberlandcounty.org or 207-699-1906. Information on Cumberland County's Community Development Plan and the Annual Action Plan can be found on the County's website at http://www.cumberlandcounty.org/146/Community-Development-CDBG.

Please contact the following person to request an interpreter or accommodation for the meeting: Kristin Styles styles@cumberlandcounty.org, 207-699-1906.

Somali: Fadlan la xiriir qofkan hoose si aad u condsato turjumaan ama tixgelin xiliga shirka: Kristin Styles styles@cumberlandcounty.org, 207-699-1906.

Portuguese: Por favor entre em contato com a seguinte pessoa para solicitar um intérprete ou acomodação para a reunião: Kristin Styles styles@cumberlandcounty.org, 207-699-1906.

Arabic: Kristin Styles styles@cumberlandcounty.org, 207-699-1906:
يرجى الاتصال بالشخص التالي لطلب مترجم فوري أو تسهيلات لحضور الاجتماع: *الاسم، البريد الإلكتروني، رقم الهاتف*

French: Pour obtenir un interprète ou faciliter une réunion, veuillez contacter la personne suivante: Kristin Styles styles@cumberlandcounty.org, 207-699-1906.

Spanish: Para solicitar un intérprete o una adaptación especial para la reunión, comuníquese con esta persona: Kristin Styles styles@cumberlandcounty.org, 207-699-1906

Lingala: Leka na ko benga moto oyo soki oza na bosenga ya interprete to ya bosalisi pona rendez-vous na yo: Kristin Styles styles@cumberlandcounty.org, 207-699-1906.

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

Maine
Cumberland **County**

District One Neil Jamieson • District Two Susan Witonis • District Three Stephen Gorden
District Four Thomas Coward • District Five James Cloutier

PROCLAMATION

National Public Safety Telecommunicators Week

April 12-18, 2020

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 telephone the Cumberland County 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 Public Safety Telecommunicators of the County of Cumberland 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;

Therefore Be It Resolved that the County Commissioners of the County of Cumberland declares the week of April 12 through 18, 2020 to be National Public Safety Telecommunicators Week in the County, in honor of the men and women whose diligence and professionalism keep our county and citizens safe.

Signed this ___ day of _____, 2020

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Susan E. Witonis
District Two

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Neil D. Jamieson Jr.
District One

_____
Stephen F. Gorden
District Three

_____
Thomas S. Coward
Chair - District Four

_____
James F. Cloutier
District Five

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PROCLAMATION

National Correction Officer Week

May 3 – 9, 2020

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; and now

THEREFORE, BE IT RESOLVED, the County Commissioners of the County of Cumberland declares the week of May 3 through 9, 2020 to be National Correction Officer Week in the County, in honor of the men and women who deserve recognition for their service and the exceptional performance of their duties under difficult circumstances.

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Susan E. Witonis
Chair – District Two

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Neil D. Jamieson Jr.
District One

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Stephen F. Gorden
District Three

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Thomas S. Coward
District Four

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James F. Cloutier
District Five

Maine
Cumberland **County**

CUMBERLAND COUNTY COMMISSIONERS

POSITION PAPER OF THE COUNTY MANAGER

Date: April 13, 2020

Subject: Commissioner Donation to Food Pantry's

Position:

The current pandemic is testing society and local, state and federal leaders have imposed declarations limiting individuals ability to live the same way they did just a month ago. These declarations are as a result of the need for citizens to distance themselves from one another in an attempt to "flatten-the-curve", reducing the exposure to the COVID-19 virus.

These declarations, rightfully imposed, have put a strain on the local, regional and national economy, resulting in many individuals and families being furloughed or laid-off. More than ever, individuals and families are seeking out help in many different ways. One of the resources being sought out are local food pantries. These pantries serve a significant value to a community (some cases many communities) and are busy during the economic good times, so you can only imagine what they are experiencing for need during the pandemic.

Food Pantries themselves are having a difficult time operating when it's most needed. The slew of volunteers that man their shelves tend to be largely retirement age and unable to volunteer due to self-quarantine. Food resources are scarce and not being donated on the same level as once before. Lastly, Pantries are finding themselves buying more food on a weekly basis than they once did just to keep people fed.

Commissioner Witonis has requested for staff to research in anticipation of this item moving forward to the Commissioners. Staff proposes a $400.00 donation amount, but ultimately it is up to the County Commissioners on what is an appropriate amount. Funding will come from the Commissioners Regional Aid account, recently established for this very reason.

County Manager