

# *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](http://cumberlandcounty.org/live)

Submit public comments to [kennedy@cumberlandcounty.org](mailto:kennedy@cumberlandcounty.org) prior meeting start time

Monday, May 11, 2020

5:30 PM

### CALL TO ORDER

### APPROVAL OF THE MINUTES

Regular Meeting Minutes of April 13, 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

- 20-036 Approval of the extension of the Sheriff's Office Patrol contract with the Town of Naples
- 20-037 Approval of the extension of the Sheriff's Office Patrol contract for the Town of Frye Island.

**NEW BUSINESS**

- 20-038** Acceptance of the Community Development Block Grant Annual Action Plan and allocation of HOME funding– Second Reading.
- 20-039** Amending County Commissioner By-Laws – First Reading

**COMMENTS FROM THE COUNTY MANAGER**

**COMMENTS FROM THE EXECUTIVE STAFF**

**COMMENTS FROM THE COUNTY COMMISSIONERS**

**EXECUTIVE SESSION**

**ADJOURN**

**Next Commissioners' meeting: Monday, May 20, 2020 at 5:30 PM via Zoom online video conferencing.**

# Maine Cumberland County

**MINUTES**

**April 13, 2020**

**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  
Don Brewer, Human Resources Director  
Kevin Joyce, Cumberland County Sheriff  
Travis Kennedy, Director of Public Affairs  
Alex Kimball, Deputy Manager – Finance & Admin  
Barbara Owens, Executive Assistant/Deputy Clerk  
Scott Stewart, Captain, Sheriff's Office  
Kristin Styles, Community Development Director

The Cumberland County Commissioners' 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@cumberlandcountygorg](mailto:kennedy@cumberlandcountygorg)

**APPROVAL OF THE MINUTES**

County Commission Chair Thomas Coward asked for a motion to approve the Regular Meeting Minutes of Monday, March 9, 2020 and the Special Meeting Minutes of Wednesday, April 1, 2020. Commissioner James Cloutier so moved, Commissioner Susan Witonis seconded. Chairman Coward asked the Deputy Clerk for a roll call vote. Vote, 5-0.

**INFORMATIONAL REPORTS/PRESENTATIONS**

There were no Informational Reports/Presentations this month.

**COMMENTS FROM PUBLIC**

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

## CONSENT AGENDA APPROVALS

**020-030** Approval of the extension of the Sheriff's Office Patrol and Marine Patrol contracts with the Town of Harpswell.

**020-031** Approval of Sheriff's Office Commissions for February and March 2020

Commission Chair asked the Deputy Clerk to read the two Consent Agenda Items; then asked for a motion to approve Consent Agenda Items 020-030 and 020-031. Commissioner James Cloutier so moved, Commissioner Stephen Gorden seconded. Chairman Coward asked the Deputy Clerk for a roll call vote. Vote, 5-0.

## NEW BUSINESS

**020-032** 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.

Community Development Director, Kristin Style, discussed this item in detail. Commission Chair Thomas Coward asked for a motion to approve New Business Item 20-032 accepting the CDBG Annual Action Plan and allocation of HOME Funding – *First Reading* and setting Monday, May 11, 2020 as final review and action. Commissioner James Cloutier so moved, Commissioner Neil Jamieson seconded. Chairman Coward asked the Deputy Clerk for a roll call vote. Vote, 5-0.

Commission Chair Coward reminded the viewing audience that all of the detailed public notes are online on our website at [www.cumberlandcounty.org](http://www.cumberlandcounty.org). He thanked Kristin for a great presentation.

**020-033** Proclamation for National Public Safety Telecommunicators' Week – April 12–18, 2020.

The Deputy Clerk read the Proclamation out loud. Commission Chair Coward asked for a motion to approve New Business Item 20-033 Proclaiming the week of April 12-18, 2020 as National Public Safety Telecommunicators' Week. Commissioner Stephen Gorden so moved, Commissioner James Cloutier seconded. Chairman Coward asked the Deputy Clerk for a roll call vote. Vote, 5-0.

**020-034** Proclamation for National Correction Officers' Week – May 3-9, 2020.

The Deputy Clerk read the Proclamation out loud. Commission Chair Coward asked for a motion to approve New Business Item 20-034 Proclaiming the week of May 3-9, 2020 as National Correction Officers' Week. Commissioner James Cloutier so moved, Commissioner Neil Jamieson seconded. Chairman Coward asked the Deputy Clerk for a roll call vote. Vote, 5-0.

**020-035** Authorizing the County Manager to contribute funds from the County's Regional Aid Fund to food pantries around Cumberland County.

County Manager Jim Gailey discussed this item as detailed in his position paper. Commission Chair Thomas asked for a motion to approve New Business Item 20-35 authorizing the County Manager to contribute funds from the County's Regional Aid Fund to food pantries around Cumberland County. Commissioner

Cloutier made a motion to allocate \$400 each to 16 food pantries identified by the County Manager for a total of \$6,400 as well as an additional \$300 to an additional five (5) pantries listed by Good Shepherd. Commissioner Neil Jamieson seconded. Chairman Coward asked the Deputy Clerk for a roll call vote. Vote 5-0.

**20-036            Resolution Seeking Federal Financial Assistance for Cross Insurance Arena**

County Manager Jim Gailey stated that he was contacted by the City Manager in Augusta as he has the Augusta Civic Center as well as he contacted also the City Manager of Bangor who also has a civic center. They are running similar language being submitted to Augusta City Council, Bangor City Council as well as our Cumberland County Commissioners for a Resolution for each of our board's approval in asking the Federal Delegation for consideration of funding for loss of business at our arena and/or Civic Centers. The County Manager read the Resolution. Commission Chair Thomas Coward asked for a motion to approve New Business Item 20-36 the Resolution seeking Federal Financial Assistance for Cross Insurance Arena. Commissioner Neil Jamieson so moved, Commissioner Stephen Gorden seconded. Chairman Coward asked the Deputy Clerk for a roll call vote. Vote 5-0.

**COMMENTS FROM THE COUNTY MANAGER**

County Manager Jim Gailey wanted to put a date on everyone's calendar for Wednesday, April 22, 2020 he will be sending out at Zoom platform to attend the Cross Insurance Arena Board of Trustees meeting to hear the budget presentation of the General Manager. He wanted to invite the Commissioners to hear that at 9:00 am on the 22<sup>nd</sup>.

In keeping with the Cross Insurance Arena, County Manager Gailey discussed the conversion process working with the Maine CDC and MEMA relative to the conversion of the Cross Insurance Arena into an Alternative Care Facility it is an ongoing process. Jim gave more details on what this will entail.

He also discussed that as of this meeting there have been no confirmed positive tests of any Cumberland County employees for the Covid-19 virus though we are not immune we have been very lucky thus far.

Mr. Gailey also stated that he will need to get the Commissioners' signatures for the two Proclamations and Resolution approved this meeting; also the Resolution that was approved on April 1, 2020 for the Maine Bond documents needs their signatures. Jim shared he will scan and send to them to them and would in the future create a policy to for usage of electronic signatures.

**COMMENTS FROM THE EXECUTIVE STAFF**

Deputy Manager of Finance & Administration, Alex Kimball discussed how they have been keeping the trains running and rolling the first few weeks. The meltdown of the economy will impact the County. There is a lot of uncertainty out there as to how we will get through. His concerns are many and varied. Commissioner Gorden asked if moving from a calendar year to a fiscal year would impact us and County Manager Gailey stated yes. There will be a larger discussion on this in the future.

## **COMMENTS FROM THE COUNTY COMMISSIONERS**

Commissioner Steve Gorden shared with regard to the covid-19 pandemic, please stay home; be mindful of those in your community who are over 70 as they may need extra assistance and wash your hands, wash your hands.

Commissioner Susan Witonis wanted to thank Jim and his staff as they have been working 24/7. Kevin Joyce with regard to the jail and his patrol staff as well as Don Brewer in Human Resources. She wanted to express gratitude to them. She also wanted to thank Alex and asked all to reach out and thank them. She also appreciated Commissioner Gorden's comment with regard to the elderly as they are lonely. And keep our hands clean.

Commissioner James Cloutier shared that someone contacted him who was concerned about the inmates with regard to there being any covid-19 cases at the jail. He was so glad to hear there was no infection among inmates or staff. He stated hat's off to Sheriff Joyce and County Manager Jim Gailey.

Commissioner Neil D. Jamieson, Jr. echoed Commissioner Witonis in expressing gratitude not only to the executive staff yet to all employees on the lines! Kudos to the executive staff. Stay healthy and be safe and that means stay at home. Stay the course, we will beat this, yet have to stay the course – reach out to neighbors, be smart and be safe.

Commission Chair Thomas Coward shared he has endless admiration for our county employees. He reminded all to say home and shared that he was proud of our State of Maine government and its citizens. We are doing well.

## **COMMENTS FROM COUNTY SHERIFF**

Cumberland County Sheriff Kevin Joyce shared updates on what their offices are doing in light of the current situation. He stated that they shut down the Community Corrections Center today. As stated, he feels they have been very lucky the staff is doing a phenomenal job of doing their jobs. Their biggest struggle is needing PPE equipment/surgical masks. Don Brewer has been doing a phenomenal job of helping out with training and HR-related needs.

Human Resource Director Don Brewer shared that they are spending the bulk of their time the last month on covid-19 related matters particularly as it impacts our work force. They are trying to keep up with the latest CDC model guidance and directives from the Governor and they have been changing daily certainly weekly. He stated that his staff are doing a great job. They now have a separate covid-19 worksheet. He spoke about the Families First Coronavirus Response Act (FFCRA) and all they are doing for the employees.

County Manager Jim Gailey commended Don and his staff for having done a phenomenal job on creating a roadmap for not only our staff yet there are many documents that his staff have created on the "how to's" of getting through State and Federal regulations around the recent covid-19 and how it applies and Don has been willing to share those documents with other town managers and HR people about the County to save them a lot of time and create greater efficiencies in every town hall.

## **EXECUTIVE SESSION**

Commission Chair Thomas Coward asked for a motion to enter into Executive Session in accordance with 1 M.R. S.A. § 405(6)(D) for the opportunity to discuss union negotiations. Commissioner Stephen Gorden so moved, Commissioner Susan Witonis seconded. Chairman Coward asked the Deputy Clerk for a roll call vote. Vote, 5-0.

Commission Chair Thomas Coward asked for a motion to come out of Executive Session. Commissioner Witonis so moved, Commissioner Gorden seconded. All Commissioners voted unanimously in favor, 5-0. They came out of Executive Session at 7:53 pm

## **ADJOURN**

Commission Chair Thomas Coward asked for a motion to adjourn the video meeting. Commissioner Gorden so moved to adjourn the video meeting. Commissioner Witonis seconded. All Commissioners voted in favor, 5 – 0. The meeting adjourned at 7:54 pm.

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



# Staff Report

## Cumberland County Sheriff's Office



April 27, 2020

**Title:** Town of Naples

### **County Manager's Comments**

**Background:** The annual Town of Naples contract is attached. The contract period is from May 25, 2020 through September 8, 2020; there are no changes to the contract.

**Discussion:** The contract submitted is, **\$36,464.80**. The contracts were presented at Town meeting and the contract was approved and signed by the Town Official.

**Fiscal Impact:** This contract represents actual costs, payable to Cumberland County is: **\$36,464.80**.

**Recommendations:** Request Commissioners ratification of the contract and the Chairperson and County Manager; sign the approved Town of Naples contract.

Prepared by:

Scott Stewart  
Captain

Approved by:

Kevin Joyce  
Sheriff

**CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES**

**NAPLES - PATROL**

May 25, 2020 to September 8, 2020

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

This Contract, effective the first day of May 25, 2020, is made by and between Naples 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 Naples, 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 four days a week on a ten (10) hours per day basis.

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 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 Naples 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;
- j. Crime Prevention;
- k. Volunteers in Police Service Activities;

- l. 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:
1. The Cumberland County Sheriff's Office 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. 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 per the manufacturer's recommended maintenance schedule.
  3. The COUNTY shall provide the TOWN, no later than February 1<sup>st</sup> of the year, with a contract cost proposal for the 12-month period beginning July 1<sup>st</sup> of the year.
  4. The SHERIFF shall provide necessary office supplies and office furniture for use by contract deputy to fulfill assignments.
  5. Any supplies and office furniture furnished or purchased by the TOWN shall remain the property of the TOWN.
  6. 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 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 Town Manager 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 every six (6) months by the SHERIFF or designee.

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

Report	Date
○ Schedule for deputies assigned to Naples	As prepared
○ Monthly categorical summary of calls for service	15th of the following month
○ Monthly summary of moving traffic stops with distinction between warnings and summons	15th of the following month
○ Annual summary of town-owned vehicle maintenance (if applicable)	January 15 <sup>th</sup>
○ Annual inventory of town-owned equipment (for items exceeding \$250 value)	January 15th
○ Copies of all operational policies and procedures	Within 15 days of approval by Sheriff
○ Copies of approved collective bargaining agreements which pertain to deputies assigned to Naples	Within 15 days of final ratification by all parties

E. As requested by the Town or Town Manger, the Chief Deputy or his designee shall attend Board of Selectmen 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 Naples or permanent re-assignment of any deputy out of Naples. "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 NAPLES RESPONSIBILITIES

### 4.1 Office Space.

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

### 4.2 Town's Ordinances.

A. The TOWN shall provide to the SHERIFF two (2) copies of the Naples Town Code of Ordinances of law enforcement interest 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 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 25, 2020 through September 8, 2020 shall be thirty-six thousand, four hundred sixty-four dollars and eight cents (\$36,464.80) (dollar amount of financial consideration for Sheriff's services) 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 July 1, 2020; 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 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, Town Council or other governing body of the TOWN, 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 25, 2020 through September 8, 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 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 Board of Selectmen or Town Council 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**

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 Board of Selectmen or Town Council, 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 Naples, by order duly adopted by its Board of Selectmen or Town Council has caused this Contract to be signed by the Board of Selectmen or Town Council and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the Chairperson of said Board or Council and the seal of said Board or Council to be affixed thereto and attested by the Clerk of said Board or Council, 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: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY: \_\_\_\_\_  
SHERIFF  
KEVIN J. JOYCE

DATE: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: TOWN OF NAPLES

BY:  \_\_\_\_\_  
TOWN MANAGER  
JOHN HAWLEY

DATE: 4/27/2020

ATTEST: \_\_\_\_\_  
COUNTY MANAGER/CLERK

DATE: \_\_\_\_\_



# Staff Report

## Cumberland County Sheriff's Office



May 5, 2020

**Title:** Town of Frye Island

### **County Manager's Comments**

**Background:** The annual Town of Frye Island contract is attached. The contract period is from May 22, 2020 through October 6, 2020; there are no changes to the contract.

**Discussion:** The contract submitted is, **\$41,662.91**. The contracts were presented at Town meeting and the contract was approved and signed by the Town Official.

**Fiscal Impact:** This contract represents actual costs, payable to Cumberland County is: **\$41,662.91**.

**Recommendations:** Request Commissioners ratification of the contract and the Chairperson and County Manager; sign the approved Town of Frye Island contract.

Prepared by:

Handwritten signature of Scott Stewart in blue ink.

Scott Stewart  
Captain

Approved by:

Handwritten signature of Kevin Joyce in blue ink.

Kevin Joyce  
Sheriff

**CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES**

**FRYE ISLAND – SUMMER PATROL**

May 22, 2020 through October 8, 2020

**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, 2020 through October 8, 2020, 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 24<sup>th</sup>, 2020 through October 8<sup>th</sup>, 2020, 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.

1. 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;

- j. Crime Prevention;
- k. Volunteers in Police Service Activities;
- l. 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:

- 1. The COUNTY shall provide the TOWN, no later than September 1<sup>st</sup> 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.
- 3. 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
○ Schedule for deputies assigned to Frye Island	As prepared
○ Monthly categorical summary of calls for service	15th of the following month
○ Monthly summary of moving traffic stops with distinction between warnings and summons	15th of the following month
○ Copies of all operational policies and procedures	Within 15 days of approval by Sheriff
○ Copies of approved collective bargaining agreements which pertain to deputies assigned to Frye Island	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. 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

5.1 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 24<sup>th</sup>, 2020 through October 8<sup>th</sup>, 2020, shall be forty-one thousand, six hundred and sixty-two dollars and ninety-one cents (\$41,662.91) (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, 2020; 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 22d, 2020 ending October 8<sup>th</sup>, 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 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**

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 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 DELIVERED

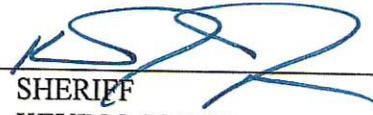
IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY: \_\_\_\_\_  
CHAIRPERSON  
COUNTY COMMISSIONERS

DATE: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED

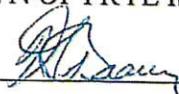
IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY:  \_\_\_\_\_  
SHERIFF  
KEVIN J. JOYCE

DATE: 05-06-2020

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: TOWN OF FRYE ISLAND

BY:  \_\_\_\_\_

DATE: 4-24-20

ATTEST: \_\_\_\_\_  
COUNTY MANAGER/CLERK

DATE: \_\_\_\_\_

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



Kevin Joyce  
 Sheriff

Naldo Gagnon  
 Chief Deputy

8/20/2019

**TOWN OF FRYE ISLAND  
 FROM MAY 22, 2020 TO OCTOBER 6, 2020**

**PERSONNEL COSTS:**

TBD	ONE DEPUTY		Hourly rate	\$28.33
		776 hours- 19 wks and 2 days		\$21,984.86
		<b>TOTAL SALARY</b>		<b>\$21,984.86</b>

**COMPENSATION TIME (at overtime)**

# Of Days	5	VACATION	Avg	\$42.60	\$1,699.86
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**FRINGE BENEFIT COSTS:**

7.65%	SOCIAL SECURITY	\$1,811.88
3.38%	WORKERS COMP	\$743.09
10.70%	RETIREMENT	\$2,534.26

<i>NNE/2PER</i>	HEALTH INSURANCE 19.2 weeks	\$6,623.80
	<b>TOTAL FRINGE COSTS</b>	<b>\$11,713.03</b>

**OTHER FIXED COSTS**

3.0%	CONTRACT SUPERVISION	\$659.65
\$ 500.00	VEHICLE INSURANCE	\$134.62
\$ 520.00	PROFESSIONAL LIABILITY FOR DEPUTY	\$140.00
	<b>TOTAL OTHER FIXED COSTS</b>	<b>\$934.16</b>

**OPERATIONAL COSTS**

UNIFORMS	\$100.00
TASER REPLACEMENT	\$635.00
AIR CARDS FOR COMPUTER- (\$46 per month)	\$161.00
OIL, TIRES FOR VEHICLE - 2 Tires	\$250.00
MAINTENANCE VEHICLE	\$360.00
FUEL	\$250.00
SAFETY EQUIPMENT	\$125.00
<b>TOTAL OPERATIONAL COSTS:</b>	<b>\$1,781.00</b>

**CAPITAL COSTS**

VEHICLE	\$2,102.69
VEHICLE FIT-UP	\$1,447.31
<b>TOTAL CAPITAL IMPROVEMENTS:</b>	<b>\$3,550.00</b>

**TOTAL CONTRACT COST FOR THIS PERIOD: \$41,662.91**

*Maine*  
**Cumberland County**

**CUMBERLAND COUNTY COMMISSIONERS**

**STAFF REPORT**

**From:** Kristin Styles, Community Development Director

**Date:** May 11, 2020

**Subject:** 2020 CDBG & HOME Funding

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

The purpose of this report 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. <u>Total Administrative Costs:</u>             | <b>\$244,904</b> |
| County Administration                             | \$ 154,904       |
| South Portland Administration                     | \$ 55,000        |
| Bridgton Administration                           | \$ 35,000        |
| 2. <u>County Community &amp; Regional Grants:</u> | <b>\$822,671</b> |
| 3. <u>Town of Bridgton Activities:</u>            | <b>\$160,071</b> |
| 4. <u>City of South Portland Activities:</u>      | <b>\$389,603</b> |

**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

# Maine Cumberland County

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

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

#### Planning Program Applications

Description of problem – 35 points  
Strategy to complete planning project – 30 points  
Readiness to proceed – 30 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

*Maine*  
**Cumberland County**

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 as 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.

# Maine Cumberland County

## 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.



# Cumberland County

## 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:**

<b>2020 Set-Aside Allocation</b>	<b>\$200,071</b>
<u>Program Administration</u>	<b>\$ 40,014</b>
<u>Public Facilities</u>	<b>\$ 130,047</b>
Oak Street Streetscape	\$ 130,047
<u>Public Services</u>	<b>\$ 30,010</b>
St. Joseph & Bridgton Food Panties	\$ 7,500
Community Center Navigator Program	\$ 9,000
School Backpack Food Program	\$ 7,000
Bridgton Summer Camp Program	\$ 6,510

### **City of South Portland:**

<b>2020 Set-Aside Allocation</b>	<b>\$444,603</b>
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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.

<u>Public Facilities/Infrastructure</u>	<b>\$322,643</b>
Westbrook Street Development	\$261,993
Renovate Senior Drop-in Center	\$ 39,500
Port Resources- Housing Rehab	\$ 21,150
<u>Public Services</u>	<b>\$66,960</b>
Emergency Heating Assistance	\$ 7,000

The logo for Cumberland County, Maine, features the word "Maine" in a stylized, cursive script with a yellow-to-orange gradient. Below it, the words "Cumberland County" are written in a bold, sans-serif font, with "Cumberland" in black and "County" in a dark blue color.

Recreation Scholarships	\$ 12,960
Domestic Violence Outreach Support Services	\$ 9,000
Redbank Hub	\$ 25,000
Meals on Wheels	\$ 13,000
<u>Admin and Planning</u>	<b>\$ 55,000</b>
Program Administration	\$ 55,000

### **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 May 5<sup>th</sup>, we have no received an allocation for the second or third wave of funds.

On April 6<sup>th</sup>, the Cumberland County Community Development office was been informed that we will receive \$920,165 from the first \$2 billion. Staff worked with the County Manager, County EMA, Municipal Oversight Committee (MOC), Town of Bridgton, and City of South Portland to determine focus areas for the funding. Staff also coordinated with the State of Maine's CDBG program and other Maine Entitlements to increase our coordination of services.

# *Maine* Cumberland **County**

On April 24<sup>th</sup>, staff released the CCEJ CDBG-CV application to the public. Per the direction of the MOC, the application encourages county-wide applications from non-profit service providers in the following categories: Food Assistance, Homeless Prevention, Rental/Mortgage assistance, Job Creation/Retention, and Microenterprise Assistance. All applications are due by May 11<sup>th</sup>. Staff will give an update on these applications during the May 11<sup>th</sup> Commissioners Meeting.

On April 29<sup>th</sup>, the Town of Bridgton decided to withdraw from the County's CDBG-CV application and release their own application. Bridgton's application was released on May 2<sup>nd</sup> and due May 6<sup>th</sup>. Staff will provide an update on these applications at the May 11<sup>th</sup> Commissioners Meeting.

On May 20<sup>th</sup>, the Commissioners are scheduled to review and vote to approve the County's Substantial Amendment to the FY19 Annual Action plan, which includes the addition of CDBG-CV funds along with the County and Bridgton's CDBG-CV project recommendations.

**Federal Fiscal Year 2020 Annual Action Plan Summary**

<b>Grantee</b>	<b>Activity</b>	<b>Funds</b>	<b>Goal</b>
			Individuals unless noted
<b>Public Infrastructure</b>		<b>\$690,271</b>	<b>32560</b>
Bridgton	Oak Street Streetscape	\$130,047	890
South Portland	Westbrook Street Phase II	\$261,993	3175
Gorham	Little Falls - Pedestrian Safety Improvements	\$48,720	2000
Gray	Yarmouth Rd Micro Park	\$51,284	884
Gray	Newbegin Community Playground	\$67,248	7761
Westbrook	Lincoln Street Boat Launch	\$130,979	8000
<b>Public Facilities</b>		<b>\$259,140</b>	<b>4925</b>
South Portland	Senior Wing at Community Center	\$39,500	3175
Harpswell	Cundy's Harbor Library Repairs	\$69,640	1300
Yarmouth	Yarmouth Community Center	\$150,000	450
<b>Housing</b>		<b>\$161,950</b>	<b>23 Households</b>
South Portland	Port Resources Group Home Rehab	\$21,150	1 household
County Wide	Habitat for Humanity Home Repair Program	\$90,000	20 households
Windham	Port Resources Group Home Repair	\$50,800	2 households
<b>Public Service</b>		<b>\$231,970</b>	<b>1556</b>
South Portland	Summer Recreation Camp Scholarships	\$12,960	52
South Portland	Emergency Heating Assistance	\$7,000	28
South Portland	Domestic Violence Victim services(TTD)	\$9,000	350
South Portland	Redbank Hub(TOA)	\$25,000	500
South Portland	South Portland MEALS on Wheels	\$13,000	95
Bridgton	Community Resource Navigator	\$9,000	46
Bridgton	Elementary School Backpack Program	\$7,000	30
Bridgton	Bridgton Summer Camp Rec Program	\$6,510	65
Bridgton	St. Joseph Food Pantry & Bridgton Food Pantry	\$7,500	150
County	TOA - Homeless Prevention Program	\$38,450	160
County	Vet 2 Vet Volunteer Coordinator	\$25,550	30
Cumberland Multi-town	Through These Doors- Abuse in Later Life	\$24,000	50
County	Strive- Worklife Unlimited Training at Jail	\$12,000	20
Standish	Food Pantry Van and Utility Trailer	\$35,000	409
<b>Planning</b>		<b>\$29,000</b>	
Gray	Pennell Labs Feasibility Study	\$12,000	n/a
Naples	Community Center Study	\$17,000	n/a
<b>Program Administration</b>		<b>\$249,919</b>	
Bridgton	Administration	\$35,014	n/a
South Portland	Administration	\$55,000	n/a
County	Administration	\$159,905	n/a
<b>All Total</b>		<b>\$1,622,250</b>	

**Commissioner's Meeting Votes**  
**May 11, 2020**

**Motion:** Adopt 2020 Consolidated Annual Action Plan – Community Development Block Grant (CDBG) program; First Public Hearing held on April 13, 2020; Second Public Hearing held on May 11, 2020.

Voted: \_\_\_\_\_

**Motion:** Authorize James H. Gailey, County Manager to execute all required Certifications, Applications and Documents in conjunction with the submittal of the 2020 Consolidated Annual Action Plan.

Voted: \_\_\_\_\_

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Thomas Coward  
Chair  
Cumberland County Commissioners

*Maine*  
**Cumberland County**

**CUMBERLAND COUNTY COMMISSIONERS  
POSITION PAPER OF THE COUNTY MANAGER**

**Date:** May 11, 2020

**Subject:** Amending Commissioner By-Laws

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**Position:**

In December, the County Commissioners voted to authorize the County Manager to begin the process changing from a calendar year budget to a fiscal year budget (July – June). Since the vote, staff have notified town/city managers and mayors/chairs of each community in Cumberland County. Staff have fielded a number of calls for budgeting clarification from the towns.

On March 9th, the Commissioners voted to change their By-Laws codifying the change. The Charter references the By-Laws for the governance of when the County’s budget year shall be.

County Charter Chapter 5 Finance, Section 5.2 states “Fiscal Year: The fiscal year of the County shall be determined in the Bylaws.”

County Commissioner Bylaws Chapter 5 Finance, Section 5.2 states “Fiscal Year: The fiscal year of the County shall be January 1 to December 31.

**COVID-19 Pandemic**

A lot has happened since the March meeting. We now find ourselves on uncertain ground as it relates to the economy. The change to the July – June fiscal year was going to be impactful to a few municipalities during the strong economy, now with our economy on the brink of collapse, it is only right to postpone the County’s desire to change budget years. I am asking for the Commissioner to reverse the amendment to the By-Laws, but at the same time, keep language in the By-Laws allowing for a change to happen without the need to change the By-Laws again.

**Approved Amendment in March:**

County Commissioner Bylaws Chapter 5 Finance, Section 5.2 states "Fiscal Year: The fiscal year of the County shall be ~~January 1 to December 31~~ July 1<sup>st</sup> to June 30th.

The transition year is January 1, 2021. The creation of a 6-month budget for January 1, 2021 to June 30, 2021. Subsequently a 12-month budget will be created covering July 1, 2021 to June 30, 2022. The 6-month budget will be pro-rated over one to five years dependent upon the wishes of individual municipalities. The prorated budget will be included in the annual fiscal year Warrant until such time the 6-month budget is fully funded.

**PROPOSED NEW LANGUAGE:**

County Commissioner Bylaws Chapter 5 Finance, Section 5.2 states "Fiscal Year: The fiscal year of the County shall be July 1<sup>st</sup> to June 30th.

The transition year is January 1, 202~~12~~. The creation of a 6-month budget for January 1, 202~~12~~ to June 30, 202~~12~~. Subsequently a 12-month budget will be created covering July 1, 202~~12~~ to June 30, 202~~23~~. The 6-month budget will be pro-rated over one to five years dependent upon the wishes of individual municipalities. The prorated budget will be included in the annual fiscal year Warrant until such time the 6-month budget is fully funded.

**Recommendation:**

Approve as first reading and set May 20, 2020 as second reading and final action.



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County Manager