

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

Wednesday, May 20, 2020

5:30 PM

CALL TO ORDER

APPROVAL OF THE MINUTES

Regular Meeting Minutes of May 11, 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

20-041 Approval to submit a grant to the Justice and Mental Health
Collaboration Program 2020.

20-042 Approval of the March/April Sheriff Office Commissions.

20-043 Approval of the extension of the Sheriff's Office Patrol contract with the Town of Chebeague Island.

20-044 Approval of the extension of the Sheriff's Office Patrol contract with School Administrative District #6 (Bonny Eagle).

NEW BUSINESS

20-045 Amending and Accepting the 2019 the Community Development Block Grant Annual Action Plan to include the CARE ACT funding allocation.

20-046 Amending County Commissioner By-Laws – Second Reading

COMMENTS FROM THE COUNTY MANAGER

COMMENTS FROM THE EXECUTIVE STAFF

COMMENTS FROM THE COUNTY COMMISSIONERS

ADJOURN

Next Commissioners' meeting: Monday, June 8, 2020 at 5:30 PM via Zoom online video conferencing. This date will be a public hearing and a tentative workshop.

The logo for Cumberland County, Maine, features the word "Maine" in a red, cursive script font above the words "Cumberland County" in a black, sans-serif font. The "C" in "Cumberland" is yellow.

MINUTES

May 11, 2020

CALL TO ORDER – 5:36 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
Kristin Styles, Community Dev Director
Kevin Joyce, Cumberland County Sheriff
Travis Kennedy, Director of Public Affairs
Alex Kimball, Dpty Manager Finance & Admin

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@cumberlandcounty.org.

APPROVAL OF THE MINUTES

County Commission Chair Thomas Coward asked for a motion to approve the Regular Meeting Minutes of Monday, April 13, 2020. Commissioner Witonis so moved, Commissioner Cloutier seconded. Chairman Coward asked 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

020-036 **Approval of the extension of the Sheriff's Office Patrol contract with the Town of Naples.**

020-037 Approval of the extension of the Sheriff's Office Patrol contract with the Town of Frye Island.

Commissioner Witonis asked the Sheriff what happens if Lakes Region School District doesn't get their School Resource Officer approved at Town Meeting. Sheriff explained that the position is an existing Sheriff's Office funded position and that a portion (three months) of the position will just be covered by the Naples contract.

Commission Chair read the two Consent Agenda Items; then asked for a motion to approve Consent Agenda Items 020-036 and 020-037. Commissioner Jamieson so moved, Commissioner Gorden seconded. Chairman Coward asked for a roll call vote. Vote 5-0.

NEW BUSINESS

020-038 Acceptance of the Community Development Block Grant Annual Action Plan and allocation of HOME Funding (Second Reading)

Community Development Director, Kristin Style, discussed this item in detail. Kristin stated that no public comment has been received on the Plan.

Commissioner Jamieson asked about the CARE ACT funding.

Kristin Styles explained that the application process ended today and the office received 15 applications that will now be scored and funding allocated by the Municipal Oversight Committee.

Commissioner Coward – Where will be CARE Act funds be allocated?

Kristin Styles – The 2019 Annual Action Plan will be amended.

Commissioner Coward – Additional funding possible? Allocation process?

Kristin Styles – Possibility of receiving additional funds through CARE Act II or III.

Commissioner Gorden – Are these funds County funds or CDBG funds?

Kristin Styles – Funding is CDBG CARE Act funding. We need to live by the same Low/Mod thresholds.

Commission Chair asked for a motion to approve and accept the second reading of the CDBG Annual Action Plan and allocation of HOME Funding. Commissioner Gorden so moved, Commissioner Cloutier seconded. Chairman Coward asked for a roll call vote. Vote 5-0.

020-039 Amending County Commissioner By-Laws (Second Reading)

County Manager explained the reason for the by-law change and that it's on the belief that next year may not be the best year for county municipalities due to the pandemic and the economic downturn. The County has tried to keep the impacts of such a change minimal and at this time

with what we know, it may be best for the County to postpone the budget year change one year. County Manager proposed postponing the change one year, resulting in the first fiscal year starting July 1, 2022.

Commission Chair Coward asked for a motion to approve first reading of the By-Law Change. Commissioner Cloutier so moved, Commissioner Witonis seconded. Chairman Coward asked for a roll call vote. Vote 5-0.

020-040 Donation of the Brine Chiller at the Cross Insurance Arena to the Midcoast Youth Hockey Association

County Manager explained that the CIA's brine chiller (keeps the ice frozen) is being replaced this spring and that the Midcoast Youth Hockey Association has asked for it to be donated to their efforts in building their own rink for their region's youth hockey program. The CIA Trustees have reviewed the request and recommend donating the unit as it is in need of significant repairs and rebuild. The Trustees condition their recommendation on that the Association needs to haul the unit away once it is removed from the CIA building.

Commissioner Jamieson – I was at the Trustees meeting and they were in favor of the donation.

Commissioner Gorden – Do they know of someone to haul it off?

Commission Chair Coward asked for a motion to approve the donation to the Midcoast Youth Hockey Association on the condition that the Association hauls the unit away upon removal from the building. Commissioner Jamieson so moved, Commissioner Witonis seconded. Chairman Coward asked 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, May 20, 2020 he will be sending out at Zoom meeting notice. We need to have a meeting at the end of the month to review the CDBG CARE Act funding allocation. Manager Gailey also talked about the Alternative Care Site at the CIA that he has been working on with Spectra Management and the Maine Medical Center. Things are coming together now. Plexiglass dividers will be installed in County Departments that interface with the public. The State Courts are now requiring masks/face coverings in court areas of the courthouse. County Manager talked briefly on the United Way process that he has been able to participate in. They have provided over 500K in the last two months to agencies helping those who have been impacted by the pandemic. Lastly, 26 of 28 food pantries requested the \$400.00 the County Commissioners allocated last meeting.

Commissioner Gorden requested an upcoming workshop item to discuss processes that staff are doing now as a result of the pandemic that maybe we want to keep as a normal practice. He also mentioned that food banks are working with local farmers now to get local food. Filling a hole from the farms now working with area restaurants now.

COMMENTS FROM THE EXECUTIVE STAFF

Deputy Manager of Finance & Administration, Alex Kimball discussed that it is too early to determine the budget impact of the downturn. The County receives MDOC jail funding in July and Town Warrants starting in August. The County is under a strict spending freeze and we there is nothing out there yet in support counties under the Care Act. We are working on a FEMA reimbursement for costs incurred due to the pandemic.

COMMENTS FROM COUNTY SHERIFF

The jail and SO are holding their own. No COVID cases at the jail. Have tested 15 people so far, but all negative. No employees impacted. Have four or five who are self-quarantined themselves away from their families at St. Joe's dorms. These employees are still working, just not going home due to possible exposure risks. Campgrounds will begin to open for Mainers in June and for everyone else in July. The SO cannot enforce the 14-day quarantine of those who come from out-of-state.

Commissioner Jamieson – what's the jail census?

Sheriff Joyce – 276, local law enforcement is doing a great job in helping out.

Commissioner Gorden – Is there a step between what use to happen and what is happening now?

Sheriff Joyce – Gave an example of the Oxford Street area of Portland. DV and Mental Health calls are up and 80 out of the 276 inmates are contract.

COMMENTS FROM THE COUNTY COMMISSIONERS

Commissioner Witonis – Thank you to the Sheriff for some great work on his Monday conference calls.

Commissioner Jamieson – Great job to the Sheriff and Admin Staff for their work.

Commissioner Cloutier – Also kudos to staff. It is a challenge and a lot of diligence.

Commissioner Gorden – Glad that we continue to pay attention and adjusting to fear and that is not going away. Professionals are saying that it will take 70% of the population to get the COVID before it is somewhat mitigated.

Commission Chair Coward – Staff is doing a marvelous job. Impressed with the public's response to COVID, though there are some loud ones that want to push towards opening, we also need to keep ourselves safe – it's difficult. Don't think we will ever go back to normal.

ADJOURN

Commission Chair Thomas Coward asked for a motion to adjourn the meeting. Commissioner Witonis so moved to adjourn meeting. Commissioner Gorden seconded. All Commissioners voted in favor, 5 – 0. The meeting adjourned at 6:36 pm.

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



Cumberland County District Attorney's Office

142 Federal Street, Portland, ME 04101
Phone: 207-871-8384 Fax: 207-775-3561



Jonathan Sahrbeck
District Attorney

Jennifer Ackerman
Deputy District Attorney

To: Cumberland County Commissioners
From: Jonathan Sahrbeck, Cumberland County District Attorney
Re: Justice and Mental Health Collaboration Program FY 2020 Competitive Grant Application
Date: May 12, 2020

Introduction

The Cumberland County Districts Attorney's Office (CCDAO) will be submitting an application for funding for the Justice and Mental Health Collaboration Program FY 2020 Competitive Grant (JMHCP). The CCDAO serves as primary applicant but will work in partnership with the National Alliance for Mental Health's Maine chapter (NAMI ME), a BJA recognized provider of mental health services within the criminal justice system. District Attorney Jonathan Sahrbeck is the lead for all program-related functions. NAMI-ME is a mental health agency contracted with the State of Maine, Office of Behavioral Health for behavioral health services and has been recognized in previous BJA awards as such. NAMI Maine was also approved by the Department of Justice Office of Justice General Counsel as eligible to serve as a mental health partner.

The application is in response to Purpose Area 2: Support for Mental Health Centers Competition ID BJA- 2020-18313. Program specific priority areas will include promoting effective strategies to expand the use of mental health courts and related services; utilizing interventions with empirical evidence to reduce recidivism; use of validated assessment tools; establishment of local multidisciplinary working group. Current operations of the mental health court lack comprehensive clinical and case management support.

According to the Center for Prisoner Rights and Health, individuals with a severe and persistent mental illness are 4.5 percent more likely to be arrested than those in the general population, and the rate of suicide deaths is 3 times higher in jails and prisons than the general population. A 2017 study by Bales, et al. found that individuals with a severe and persistent mental illness had a 9 percent greater chance of re-arrest in the first year, with the likelihood of recidivism increasing by 15% five years following their release than individuals without a mental health diagnosis. According to the Maine ACLU, 80% of those incarcerated in Maine County Jails are being held for pre-trial, the largest of the county jails is located in Cumberland County, Maine. More than half of these individuals are being held on misdemeanor charges

that present minimal threat to public safety. A breakdown of information from the Maine ACLU found that 22% of those who were processed through the jail were arrested for violation of conditions of release, and 43% were awaiting trial due to Offenses Against Public Order and Administration.

The Cumberland County Correctional Facility reported that in the 12 month period, prior to the onset of COVID 19, 4,972 intakes completed at the county jail, with 2,833 referrals made to the mental health staff at the jail, representing approximately 58% of those who completed the booking process at the jail having a mental health diagnosis and requiring treatment while incarcerated. This does not include any individual who was incarcerated more than once during the 12-month period. With the inclusion of repeated referrals, this would bring the total close to 7,000. This also does not include any individual who was arrested and transported immediately to a mental health facility or anyone who was released by a bail commissioner.

During the 12-month period, the contracted clinical staff at the Cumberland County Correctional Facility assessed, provided an initial diagnosis, and initiated treatment for 784 individuals. The Correctional Facility estimates that this numbers underrepresent the number of individuals with mental health conditions within the jail population. Currently, the Portland, Maine Police department is a BJA MH/LE approved learning site. They are the largest police department in the State of Maine, with a robust mental health team that has been recognized nationally. Portland Police, the CCDAO, and NAMI ME have worked collaboratively in the implementation of CIT with fidelity to divert individuals with a mental health diagnosis from the criminal justice system when possible, decreasing the number of individuals at the Cumberland County Correctional Facility with a mental health challenge.

Due to the foundation of work, the State of Maine has identified and is currently working with local agencies to implement a receiving center within the city limits. The receiving center will provide local law enforcement an alternative placement for individuals experiencing a crisis to be taken for wraparound crisis services, stabilization, and support. This has emerged as a best practice in the ability to identify, divert, and provide services to individuals experiencing a mental health crisis from the criminal justice system, as well as strengthening the systems already in place.

The CCDAO has worked in collaboration with the local police departments, correction facilities, defense bar, and mental health agency to identify and assist individuals in expediting cases in which an individual has been identified as having a mental health challenge if they are incarcerated. Upon the initiation the Mental Health Court in Cumberland County, individuals who were identified for a competency evaluation were referred to the court, with an expedited evaluation and court monitoring of services to ensure stability. This includes referrals to services and supports within the community setting and monitoring the individual as they progress through the judicial system. Currently the only system in place for entry into and services rendered to those at the correctional facility are court ordered state

evaluations, which can delay the process and not completed in conjunction with community mental health centers. Prior to March 2020, the MHC met biweekly, however due to the impact of the crisis the court has adjusted to weekly meetings to support individuals through the system.

According to the National Stepping up Summit, an individual with a mental illness who is arrested for a misdemeanor will be incarcerated three times longer than an individual without a mental illness who is incarcerated on the same charges. As a result of these staggering statistics and overrepresentation of individuals incarcerated on pretrial status at the Cumberland County Jail with diagnoses of severe mental illness, the CCDAO initiated a multidisciplinary working group. Coordinated by Justice Nancy Mills, the group was named the Languishing Committee and began meeting biweekly in the fall of 2018. This group of professionals volunteered their time to problem-solve complex cases while attempting to address the reasons that people with severe mental illness were being confined to jail when psychiatric hospitalization was more appropriate. The Justice found herself frustrated by the lack of options to move people out of the criminal justice system and into the mental health system.

The Languishing Committee does not function as a Criminal Justice Coordinating Council in that not all partners identified in the Stepping Up Initiative are engaged in the work of the committee. Therefore, efforts were done on a case-by-case basis rather than changing the array of services and supports available in Cumberland County in a systemic and data driven approach.

Mental Health Courts have long since been utilized in order to address the impact mental illness has related to involvement in the criminal justice system. Cumberland County has a mental health docket, as well as a strong foundation of law enforcement trained to recognize and attempt to divert individuals from incarceration when able. However, it lacks the supportive services that research has identified as best practice. Implications from specialty courts suggest that the utilization of a clinician and peer support caseworker embedded within the CCDAO would provide immediate supports that go beyond the traditional business hour connections.

CCDAO established their MHC in the summer for 2018, with the infrastructure and system already in place. It has an established culture of a recovery-orientated use of rewards and sanctions, a judge fully committed and knowledgeable of mental health impacts with a history of positive and supportive interactions with participants, as well as an established network of treatment providers and referral capabilities. The State of Maine has approved for funding a Mental Health Receiving Center in Cumberland County, Maine that will provide law enforcement the ability to drop off an individual at any time to trained mental health providers and also assist with the stabilization of symptoms. This will provide an additional layer of support for the individuals who are currently enrolled in the MHC with a recovery-oriented model of rewards and sanctions, with the emphasis on recovery versus punitive steps.

With the creation of a Criminal Justice Coordinating Council to evaluate data and promote system

change, the Languishing Committee will serve in a critical advisory role. Acceptance and Commitment Therapy (ACT) has successfully been utilized within courts where participants have been convicted of crimes related to violence against others and listed with BJA effective practices. Acceptance and Commitment therapy has also been found to be impactful and evidence based in increasing the likelihood that an individual experiencing a severe and persistent mental illness will be compliant with medications and engage in outpatient treatment services, which have been identified as barriers to successful completion of Mental Health Treatment Courts (MHC). Individuals engaged in MHC are provided services and supports that are readily available in the community, however not tailored to the specific needs of the population.

Project Design and Implementation

Phase One:

CCDAO will utilize the outlines that have been set forth by OJP's best and promising practices guidelines in order to develop a robust MHC and support the individuals in their communities. Utilizing the best practice guidance from the Stepping up Initiative, NAMI-ME CEO Jenna Mehnert will serve as lead on the Criminal Justice Coordinating Council. This council will recruit and establish a robust group of leaders within the community with decision-making capabilities. It will establish and begin the tasks to collect baseline data, develop a comprehensive process analysis and inventory of services, then formulate a community response in tackling the barriers and issues from a policy and practice standpoint.

The council will guide policy and program changes to build a robust system within the county to divert individuals with a mental illness from the criminal justice system and provide them with best practices within the community setting. The previously established Languishing Committee will serve in an advisory role, continuing to meet in order to problem solve individual cases concerns and implement necessary changes at the ground level. The necessary components of the recruitment, collection of baseline data, and inventory of services will occur during year one of the grant. The data that is collected and results will then provide a solid framework of the council's steps as it moves forward with the grant. NAMI ME works from a Results Based Accountability Framework, which will drive the direction of the grant and the necessary steps the council will take.

During the first year of the project, a masters-leveled mental health clinician and a peer support caseworker will be hired and trained in the Acceptance and Commitment Therapy model. Brooklyn MHC cited that a clinician and caseworker embedded within the court office was a component of the successful implementation of a MHC. This will provide the clinical direction and framework of the MHC and serve as a bridge to community providers in the coordination of care and clinical direction of the participants. The clinician and peer support caseworker will work collaboratively to complete holistic assessments and

screenings for individuals who are referred to the MHC. The Criminal Court Assessment Tool (C-CAT) is an evidence-based screening tool that was utilized in the Brooklyn MHC. It has been found to be effective in assessing the level of risk an individual present to the community, as well as the risk of recidivism.

Phase Two:

Upon the establishment and collection of baseline data, the Criminal Justice Coordinating Council will convene quarterly to identify and set forth steps necessary for the successful implementation of the Stepping Up Initiative. This will include legislative and advocacy efforts in order to address barriers as they arise. Once the clinical team is hired and trained within the CCDAO, the workers will be utilized to in the assessment and admission process to the MHC. The court treatment team will work with the multidisciplinary providers within the community to develop a holistic treatment plan, including a comprehensive crisis and relapse plan, as component of recovery-based model.

Throughout the course of participation in the treatment court, quarterly team meetings will occur for all participants to review progress, update crisis and relapse plans, and necessary referrals. The MHC clinical team will also facilitate weekly ACT group sessions. The clinician and peer support caseworker will assist with ongoing referrals and connection to care as needed, as well as participating in the MHC docket and appearances each session.

Additionally, NAMI-ME will provide training to support the initiative that will be included in the match/in-kind. Crisis Intervention Team (CIT) training for local law enforcement, which is considered the "Gold Standard" of training, will be offered. This training will include both the 40-hour basic CIT training, as well as four-hour advanced CIT classes utilizing BJA L.E.A.P curriculum by approved instructor, Trooper William Baker. Mental Health First Aid training will also be provided for participants within the Criminal Justice Coordinating Council, as well as those involved in the MHC. This will include the court officers and security, defense attorneys, and law enforcement in the community.

Capabilities and Competencies

The CCDAO has established a strong culture of understanding and collaborating with others in order to reduce the recidivism of the individuals and utilize evidence based models of intervention. Elected to as the District Attorney of Cumberland County in fall 2018, Jonathan Sahrbeck has worked to establish the Languishing Committee, a multi-disciplinary approach to judicial systems work with individuals with mental health challenges. Prior to his election, DA Sahrbeck spent 3 years as an assistance district attorney within the office. He spent two years as an Assistant Attorney General for the State of Maine. Prior to returning to his home State of Maine, he spent five and a half years as assistant district attorney in Massachusetts in which he gained exposure to the implementation of other BJA best practice programs, such as Restorative Justice, Drug Courts, and then Mental Health Courts. DA Sahrbeck has an established

history of collaboration and understanding of evidence-based programming and the impact on communities. DA Sahrbeck will serve as the judicial officer overseeing the implementation of the Cumberland County Mental Health Court. DA Sahrbeck has an established history and reputation in his engagement in this court, as well as the respect and collaboration of the Maine Defense Attorney's Council.

Justice Nancy Mills has stood as a strong advocate for individuals with a severe and persistent mental illness involved in the criminal justice system and including serving as the judge overseeing the Mental Health Court in Cumberland County. Justice Mills was appointed and has served as a Justice since 1991.

NAMI Maine is the only NAMI state chapter in the country to provide both CIT and MHFA statewide. Due to the excellence of NAMI Maine's work with law enforcement, NAMI Maine's Chief Executive Office, Jenna Mehnert, was selected in 2016 to represent all NAMIs on the blue-ribbon committee convened by the International Chiefs of Police for the development of the national One Mind Campaign and appointed to the CIT International Board of Directors in 2019. NAMI Maine current is the sub-grantee on a Bureau of Justice Assistance grant awarded to the Maine Department of Corrections to create a gender-responsive mode of CIT.

Coordination the creation and successful operation of the Criminal Justice Coordination Council will be NAMI Maine's CEO Jenna Mehnert, MSW. Ms. Mehnert has three decades of experience. While serving the Giuliani administration, Ms. Mehnert worked in the Office of the Criminal Justice Coordinator. She also served as the Chief of Staff for the Deputy Mayor of Public Safety and Justice Office during Mayor Williams' administration in Washington, DC.

Later, Ms. Mehnert served as an Executive Policy Specialist for the Department of Public Welfare in the Commonwealth of Pennsylvania where she represented Secretary Estelle Richman on the Juvenile Justice Advisory Group (JJAG).

Plans for Collecting Data Required by Solicitation's Performance Measures

NAMI Maine is a results-based accountability entity that utilizes two different website platforms to manage registration and for impact-made survey collection from participants. These platforms allow the agency to collect data on each strategy in order to measure the impact made on each required performance measure. CCDAO and NAMI Maine will work with the Criminal Justice Coordination Council to develop a comprehensive data collection plan that align with the stated performance measures. NAMI Maine's Vice President of Data Integrity and Mental Health Programs Coordinator will implement the data collection process. An aspect of the data collection will include 3-month and 6-month impact-made follow-up surveys.



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: April 2020
SUBJECT: SHERIFF'S OFFICE COMMISSIONS March/April 2020

Agency

Officer

CCSO

Julie Kilbride

James Ambrose

Anthony Hovey

Samuel Rinaldi

Danielle Welch

Dennis Mailman

Gregory Morrison

Cape Elizabeth

Eric Fay

Brent Sinclair

Eric Vanasse

Falmouth

Wayne Geyer

Frank Soule

Scarborough

Melissa DiClemente

South Portland

Robert Libby

Westbrook

Bryan Amaral



Windham

Michael Foley

Aaron Sinclair

Seth Fournier

Paul Cox

Peter Fulton

Joshua Katzny





Staff Report Cumberland County Sheriff's Office



May 11, 2020

Title: Town of Chebeague Island

County Manager's Comments

Background: The annual Town of Chebeague Island contract is attached. The contract period is from May 22, 2020 through September 8, 2020; there are no changes to the contract.

Discussion: The contract submitted is, **\$28,451.59**. 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: **\$28,451.59**.

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

Prepared by:

Scott Stewart
Captain

Approved by:

Kevin Joyce
Sheriff

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

CHEBEAGUE ISLAND – SUMMER PATROL

May 22, 2020 through 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 CHEBEAGUE ISLAND

This Contract, effective May 22, 2020 through September 8, 2020, is made by and between Town of Chebeague 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 24th, 2020 through September 8th, 2020, five days a week on an eight (8) hour per day 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 Chebeague 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 February 1st of each year, with a contract cost proposal.
 - 2. The SHERIFF shall provide necessary office supplies and office furniture for use by contract deputy to fulfill assignments.
 - 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 Board of Selectmen 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 Chebeague 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 Chebeague 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 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 Chebeague Island or permanent re-assignment of any deputy out of Chebeague 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 CHEBEAGUE 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 Chebeague 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 24th, 2020 through September 8th, 2020, shall be twenty-eight thousand, four hundred and fifty-one dollars and fifty-nine cents (\$28,451.59) (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 Chebeague 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 arbitrator's 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 September 8th, 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 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, 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 Chebeague Island, by order duly adopted by its Board of Selectmen 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: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: TOWN OF CHEBEAGUE ISLAND

BY: _____
[Handwritten Signature]

DATE: 5/7/2020

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

2/6/2020

Town of Chebeague Island- Summer
Contract Deputy Coverage from 5/22/2020 through 9/08/2020

PERSONNEL COSTS:

TBD	ONE DEPUTY	15 weeks	Hourly rate	\$	27,20
			→ 600 hours		\$16,320.00
TOTAL SALARY					\$16,320.00

COMPENSATION TIME (@ 1.5)-Back Fill

# Of Days	5	VACATION	\$1,632.00
		HOLIDAYS	\$0.00
		PERSONAL	\$0.00
		SICK	\$0.00
TOTAL COMP COSTS			\$1,632.00

FRINGE BENEFIT COSTS:

7.65%	SOCIAL SECURITY	\$1,248.48
3.38%	WORKERS COMP	\$551.62
10.60%	RETIREMENT	\$0.00
Family	HEALTH INSURANCE	\$6,540.66
TOTAL FRINGE COSTS		\$8,340.76

OTHER FIXED COSTS

3.0%	CONTRACT SUPERVISION	\$489.60
	VEHICLE INSURANCE	\$144.23
	PROFESSIONAL LIABILITY FOR DEPUTY	\$150.00
TOTAL OTHER FIXED COSTS		\$783.83

OPERATIONAL COSTS

UNIFORMS	\$100.00
AIR CARDS FOR COMPUTER- (\$46 per month)	\$200.00
OIL, TIRES FOR VEHICLE 2 Tires	\$250.00
FUEL OIL, GASOLINE	\$0.00
MAINTENANCE VEHICLE & OIL	\$700.00
SAFETY EQUIPMENT	\$125.00
TOTAL OPERATIONAL COSTS:	\$1,375.00

CAPITAL COSTS

NEW VEHICLE	
TOTAL CAPITAL IMPROVEMENTS:	\$0.00

TOTAL CONTRACT COST FOR THIS PERIOD: \$28,451.59



Staff Report Cumberland County Sheriff's Office



May 11, 2020

Title: SAD#6

County Manager's Comments

Background: The annual SAD#6 contract is attached. The contract period is from August 2020 to June 2021; there are no changes to the contract.

Discussion: The contract submitted is, **\$75,266.67**. 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: **\$75,266.67**.

Recommendations: Request Commissioners ratification of the contract and the Chairperson and County Manager; sign the approved SAD#6 contract.

Prepared by:

A handwritten signature in black ink, appearing to read 'Scott Stewart'.

Scott Stewart
Captain

Approved by:

A handwritten signature in blue ink, appearing to read 'Kevin Joyce'.

Kevin Joyce
Sheriff

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



Kevin Joyce
 Sheriff

Naldo Gagnon
 Chief Deputy

4/3/2020

SAD#6 School Contract

FROM: see below 177 days

August 2020 to June 2021

PERSONNEL COSTS:

	<u>177 Days X 8 hours per day=</u>	<u>1,416</u>	Hourly rate	\$	26.53
<i>Bradway</i>	ONE DEPUTY				\$37,566.48
	2021 COLA 2.0%				\$375.66
	TOTAL SALARY				\$37,942.14

COMPENSATION TIME (@ 1.5)-Back Fill					
# Of Days	10	VACATION			\$3,979.50
		HOLIDAYS			\$0.00
		PERSONAL			\$0.00
		SICK			\$0.00
		TOTAL COMP COSTS			\$3,979.50

FRINGE BENEFIT COSTS:					
	7.65%	SOCIAL SECURITY			\$2,902.57
	3.38%	WORKERS COMP			\$1,282.44
	10.80%	RETIREMENT			\$4,097.75
<i>Family</i>		HEALTH INSURANCE			\$16,786.60
		TOTAL FRINGE COSTS			\$25,069.37

OTHER FIXED COSTS

	3.0%	CONTRACT SUPERVISION			\$1,138.26
\$	500.00	VEHICLE INSURANCE			\$340.38
\$	520.00	PROFESSIONAL LIABILITY FOR DEPUTY			\$354.00
		TOTAL OTHER FIXED COSTS			\$1,832.65

OPERATIONAL COSTS

	UNIFORMS	\$300.00
	AIR CARDS FOR COMPUTER- (\$46 per month X 8 mos)	\$368.00
	TIRES FOR VEHICLE	\$250.00
	FUEL OIL,GASOLINE	\$400.00
	MAINTENANCE VEHICLE	\$650.00
	SAFETY EQUIPMENT	\$175.00
	TOTAL OPERATIONAL COSTS:	\$2,143.00

CAPITAL COSTS

	VEHICLE AND FIT-UP COSTS	\$4,300.00
	TOTAL CAPITAL IMPROVEMENTS:	\$4,300.00

TOTAL CONTRACT COST FOR THIS PERIOD: \$75,266.67

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

SAD#6

August 2020 to June 2021 (177 days)

**AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN THE
CUMBERLAND COUNTY SHERIFF'S OFFICE, BOARD OF COUNTY
COMMISSIONERS AND MAINE SCHOOL DISTRICT 6**

This Contract, effective August 2020, is made by and between MSAD 6, a school district in the State of Maine located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "SCHOOL"), 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 SCHOOL limits of Naples, Cumberland County, Maine.

WITNESSETH:

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

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

WHEREAS, the SCHOOL 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 eight (8) hours, five (5) 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 SCHOOL, 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 SCHOOL 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 SCHOOL 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 SCHOOL Ordinances that are applicable within the SCHOOL, 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 SCHOOL, at no additional cost to the SCHOOL, 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.

Safe School Environment:

- Work collaboratively with the Bonny Eagle High School administration to investigate incidences of school violence, bullying/harassment, drugs/alcohol violations, bomb threats, theft and vandalism.
- Coordinate canine searches.
- Monitor the parking lot during school arrival and dismissal.
- Assist the administrators in supporting school parking rules.
- Maintain a presence in the hallways during crowded times.
- Assist with the supervision in the cafeteria during lunches when available.
- Provide assistance in criminal situations (bomb threats, fights, drug possession) at The Learning Center, Bonny Eagle Middle School, and Sebago Alliance. The following protocol will be followed:
 - The TLC director, BEMS principal, will first call their local law enforcement agency (e.g. Buxton).
 - The next call will be to the BEHS principal and the SRO.
 - If the principal determines that the SRO is available, the SRO will coordinate services with the law enforcement agency that was contacted.
- Maintain reports of school incidences of violence, bullying/harassment, drugs/alcohol violations, bomb threats, and theft and vandalism.
- Visit the other schools in MSAD 6 at least once a month. Establish a connection with the principals in those buildings and communicate guidelines and services available.

Truancy Prevention:

- Pick up students who are leaving school grounds without permission and bring them back to school.
- Support the attendance coordinator with the habitually truant students by making occasional home visits.

Education and Community Relations:

- Build positive relationships with the students at BEHS.
- Visit classrooms and make presentations.
- Visit other MSAD 6 schools and respond to requests when feasible.

F. All deputies assigned to the SCHOOL shall remain within the SCHOOL during regular assigned patrol shifts.

G. In the event of an emergency response call and/or an exigent circumstance arises; deputies assigned to the SCHOOL 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 marked patrol units. Each marked patrol unit shall prominently display on the exterior the indicia of both the Cumberland County Sheriff's Office. The SCHOOL agrees that all requests made by the deputies to the SCHOOL 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 SCHOOL vehicles per the manufacturer's recommended maintenance schedule.

3. The COUNTY shall provide the SCHOOL, no later than February 1st of the year, with a contract cost proposal for the 12-month period beginning July 1st 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 SCHOOL shall remain the property of the SCHOOL.

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

I. If the SCHOOL establishes a Police Department in the future, the COUNTY will transfer any equipment and supplies mutually agreed upon by both parties to the SCHOOL.

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 SCHOOL Administrator in a timely manner of any major/significant crimes or incidents, unusual occurrences, or emergencies that occur within the SCHOOL.

C. The Chief Deputy and/or his/her designee shall attend SCHOOL Meetings as requested by the SCHOOL and community meetings and meetings with the SCHOOL staff which involve issues of mutual concern. Additionally, when requested by the SCHOOL Administrator, the Chief

Deputy and/or his/her designee shall provide advice or consent on law enforcement issues and attend other meetings.

D. The SHERIFF shall consult with the SCHOOL a minimum of fourteen (14) days prior to permanent assignment of any deputy to the SCHOOL or permanent re-assignment of any deputy out of the SCHOOL. "Permanent" shall be considered any period of time exceeding sixty (60) calendar days.

E. As requested by the SCHOOL or SCHOOL Manger, the Chief Deputy or his designee shall attend Board of Selectmen Meetings, community meetings, and meetings with the SCHOOL staff which involve issues of mutual concern, as well as provide advice or consent on law enforcement issues.

F. 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.

G. When appropriate, the SHERIFF shall provide the SCHOOL 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.

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 SCHOOL does hereby vest in each deputy sheriff, to the extent allowed by law, enforcement powers of the SCHOOL 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 SCHOOL 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 SCHOOL a copy of the Cumberland County Sheriff's Office General Orders, including any updates and amendments regarding policies of interest to the SCHOOL.

ARTICLE 4 – SAD 6 RESPONSIBILITIES

4.1 Office Space.

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

4.2 SCHOOL's Ordinances.

A. The SCHOOL shall provide to the SHERIFF two (2) copies of the SCHOOL 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 SCHOOL's budget process to be approved by the School Board. The total amount due for all services beginning August 30, 2020 for 177 days shall be seventy thousand, six hundred thirty dollars and ninety cents (\$70,630.90) (dollar amount of financial consideration for Sheriff's services) spread over a 9-month period for costs incurred by the COUNTY as described in Attachment A of this Contract.

5.2 The SCHOOL shall make payment in equal installments on a monthly basis. The first installment shall be due September 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 SCHOOL shall be employee(s) of the COUNTY and not those of the SCHOOL, 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 SCHOOL with such additional personnel as the SCHOOL may request, provided that the SCHOOL 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 SCHOOL 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 SCHOOL 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 SCHOOL. 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 SCHOOL appointed by the board, 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 SCHOOL from any and all liability, loss, or damage that the SCHOOL 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 SCHOOL 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 SCHOOL 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 SCHOOL's performance or failure to perform any of the obligations set forth in this Contract. The SCHOOL further agrees to defend any claims brought or actions filed against the COUNTY and SHERIFF with respect to the SCHOOL's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

11.3 Neither the SCHOOL, 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 on the date specified by MSAD6 for a period of 177 days 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 SCHOOL.

ARTICLE 13 – TERMINATION

13.1 The SCHOOL 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 Town of Standish establishes a police agency and takes over the contract; the SHERIFF and the SCHOOL 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 SCHOOL 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 SCHOOL 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 SCHOOL pursuant to the terms hereof.

15.2 In the event of termination or upon expiration of this Contract, the SCHOOL 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 SCHOOL 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 SCHOOL 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 SCHOOL 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 SCHOOL.

16.4 Nothing herein contained is any way contrary to or in contravention of the SCHOOL 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.

ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

Vehicle: Not Applicable to this agreement

IN WITNESS WHEREOF, the SCHOOL of SAD#6, by order duly adopted by its SCHOOL Board has caused this Contract to be signed by the SCHOOL Board 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: SCHOOL REPRESENTATIVE

BY: _____
Paul A. Penna
Superintendent of Schools

DATE: 5-7-2020

ATTEST: _____
COUNTY MANAGER/CLERK

DATE: _____

Maine
Cumberland County

CUMBERLAND COUNTY COMMISSIONERS

STAFF REPORT

From: Kristin Styles, Community Development Director
Date: May 20, 2020
Subject: CDBG-CV Funds and Approval of PY19 CARES Act Amendment

A public hearing will be held on the use of Community Development Block Grant – Coronavirus (CDBG-CV) funds as part of the PY19 Cumberland County CARES Act Amendment. A final vote will be needed by the Commissioners to endorse the CARES Act Amendment. The Amendment will be submitted to HUD on May 22nd.

The purpose of this report is to:

1. Identify CDBG-CV grant funds
2. Review the application process for selecting CDBG-CV projects
3. Familiarize you with the projects and programs recommended for funding
4. Provide an update on additional CARES Act – funds that may become available.

Available Grant Funds

On April 6th, the Cumberland County Community Development office was informed that we will receive \$920,165 from the first wave of CARES Act funds. 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.

CDBG-CV Allocation: ***Cumberland County will receive \$920,165***

The total allocation is divided into four components:

- | | |
|---|------------------|
| 1. <u>Total Administrative Costs:</u> | \$ 35,000 |
| 2. <u>County Community & Regional Grants:</u> | \$520,349 |
| 3. <u>Town of Bridgton Activities:</u> | \$113,219 |
| 4. <u>City of South Portland Activities:</u> | \$251,597 |

I. Accepting and Selecting Applications

In an effort to streamline the CDBG application process and get the funds into our community as quick as possible. Community Development staff proposed releasing one application for the entire Cumberland County Entitlement Jurisdiction. The attached memo was sent to the Municipal Oversight Committee (MOC), the City of South Portland, and the Town of Bridgton. Originally, the

The logo for Cumberland County, Maine, features the word "Maine" in a red, cursive script font at the top. Below it, the words "Cumberland County" are written in a black, sans-serif font. "Cumberland" is in a smaller size, and "County" is in a larger, bold size.

MOC, South Portland, and Bridgton all voted in favor of the one application process. Bridgton later voted to withdraw from the one application process and released their own CDBG-CV application, specifically for Bridgton.

On April 24th, staff released the CCEJ CDBG-CV application to the public. Per the direction of the MOC, the application encouraged 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.

The process for selecting the County and South Portland applications for CDBG-CV:

- Applications were made available on April 24, 2020
- Final applications were submitted by May 11, 2020

Following submission, applications were distributed to the CDBG-CV Application Review Team made up of members from the Municipal Oversight Committee, South Portland Community Development Advisory Committee, and the South Portland City Council. Team members were: Tom Gruber- (Cumberland); Scott LaFlamme – (Yarmouth); Theo Holtwijk, (Falmouth); Kathy Tombarelli (Gray); Anton Hoecker (South Portland); April Carichhio (South Portland); and Eli Rubin (South Portland).

Team members reviewed the applications and assigned scores based upon the following criteria.

CDBG-CV Program Applications

Project description.....	15 points
Need for the Project	35 points
Project management.....	10 points
Project Budget	10 point
Readiness to proceed	20 points
Partnership/Collaboration	20 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.

Town of Bridgton:

After withdrawing from the County wide application on April 28, the Town of Bridgton conducted their CDBG-CV application process in a similar manner to their regular CDBG funds.

- Applications were made available on May 2, 2020
- Final applications were submitted by May 6, 2020



Maine
Cumberland County

Following submission, applications were distributed to the Bridgton Community Development Advisory Committee (CDAC). Three applications were submitted and the CDAC recommended full funding for all three applications to the Bridgton Board of Selectmen on May 12, 2020. The Bridgton Board of Selectmen voted to approve the CDAC's recommendations.

II. Projects, Programs & Activities Recommended for Funding

A total of 17 applications were submitted. Below is a list of all applications and funding recommendations. A total of 13 projects are recommend for funding. All projects meet the CDBG-CV project requirements of serving low to moderate income individuals AND preventing, preparing for, or responding to the coronavirus. A copy of all applications are available through the County's CDBG website. <http://www.cumberlandcounty.org/490/Current-Applications>. Public Comment on all recommendations will be accepted until close of business on May 21st.

<u>Applicants</u>	<u>Project</u>	<u>County</u>	<u>South Portland</u>	<u>Bridgton</u>
BUSINESS ASSISTANCE PROGRAMS				
GPCOG	Job Creation Program	\$99,365.00	\$50,000.00	
GPCOG	Microenterprise Assistance Program	\$100,000.00	\$50,000.00	
Town of Raymond	Raymond Small Businesses	\$0		
RENTAL/MORTGAGE PROGRAM				
Bridgton Navigator	Rental and Utility Program			\$63,219.00
Opportunity Alliance	Homeless Prevention Program	\$129,000.00	\$86,000.00	
Through These Doors	Project Safe Reentry	\$47,413.00		
FOOD PROGRAMS				
	<u>Project</u>			
Bridgton Navigator	Food Assistance Program			\$44,000.00
My Place Teen Center	Daily Mobile Food Pantry	\$48,000.00		
SMAA	Meals On Wheels Program	\$55,900.00	\$9,100.00	
So. Po. Food Cupboard	Covid-19 Response Program		\$35,000.00	
Town of Raymond	Raymond Food Pantry Program	\$10,000.00		
Vineyard Church	Food Pantry	\$0		
OTHER PROGRAMS				
	<u>Project</u>			
Bridgton Navigator	Temporary Shelter Program			\$6,000.00
City of South Portland	General Assistance		\$21,497.00	
City of Westbrook	Public Health Specialist- Covid19	\$0		
Cumberland County EMA	CCEMA Emergency Shelter Supplies	\$30,671.00		
Long Island	Wellness Center Telehealth Program	\$0		
	Total:	\$520,349.00	\$251,597.00	\$113,219.00

Maine Cumberland County

CARE Act Funds Overview

The CDBG portion of the CARE Act funds have been divided into three portions:

1. \$2 billion will be distributed using the existing formula. – *The County received \$920,165 from this wave. The distribution of these funds is the current item in front of the Commissioners.*
2. \$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). *The State of Maine has received \$4.4million, we have not been told how much of the \$4.4million will come to Cumberland County.*
3. \$2 billion will go to the states and localities based on a similar formula to wave 2 funds. *HUD does not have a statutory deadline on the distribution of this wave.*

The House will be voting on an additional \$5 billion in CDBG funds sometime in the next few weeks, this bill is expected to change significantly once it reaches the Senate.

Applicants	Project	Average Score	County Request	SoPo Request	Bridgton Request	County Recommendation	SoPo Recommendation	Bridgton Recommendations
BUSINESS ASSISTANCE PROGRAMS								
GPCOG	Job Creation Program	83.43	\$200,000.00	\$50,000.00		\$99,365.00	\$50,000.00	
GPCOG	Microenterprise Assistance Program	92.00	\$100,000.00	\$50,000.00		\$100,000.00	\$50,000.00	
Town of Raymond	Rebuilding Raymond Small Businesses	63.29	\$35,000.00					

RENTAL/MORTGAGE PROGRAM								
Bridgton Resource Navigator	Rental and Utility Program	N/A						\$63,219.00
The Opportunity Alliance	Homeless Prevention Program	87.86	\$129,000.00	\$86,000.00	\$86,000.00	\$129,000.00	\$86,000.00	
Through These Doors	Project Safe Reentry	88.71	\$47,413.00			\$47,413.00		

FOOD PROGRAMS								
Bridgton Resource Navigator	Food Assistance Program	N/A						\$44,000.00
My Place Teen Center	Daily Mobile Food Pantry & Wellness Checks	86.43	\$48,000.00			\$48,000.00		
SMAA	Meals On Wheels Program	89.29	\$55,900.00	\$9,100.00	\$9,100.00	\$55,900.00	\$9,100.00	
So. Portland Food Cupboard	Covid-19 Response Program	85.71		\$35,000.00	\$35,000.00		\$35,000.00	
Town of Raymond	Raymond Food Pantry Program	78.57	\$20,000.00			\$10,000.00		
Vineyard Church	Food Pantry	49.71	\$10,000.00					

OTHER PROGRAMS								
Bridgton Resource Navigator	Temporary Shelter Program	N/A						\$6,000.00
City of South Portland	General Assistance	93.57		\$10,000.00	\$10,000.00		\$21,497.00	
City of Westbrook	Public Health Specialist for Coronavirus	66.29	\$111,073.00					
Cumberland County EMA	CCEIMA Emergency Shelter Supplies	88.29	\$30,671.00			\$30,671.00		
Long Island	Wellness Center Telehealth Program	74.57	\$15,500.00					

Total: Available Funds: **\$520,349.00**
Total: able Funds: **\$520,349.00**
Total: **\$113,219.00**
Total: **\$113,219.00**

Maine
Cumberland **County**

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

Date: May 20, 2020

Subject: Amending Commissioner By-Laws

Position:

This item is being brought forward on second reading. As the Commissioners are aware, this item was first introduced at the Commissioners meeting on May 11, 2020. At that meeting, there were no comments pertaining to the amended by-laws document.

Background

In December, the County Commissioners voted to authorize the County Manager to begin the process of 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 1st 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 1st to June 30th.

The transition year is January 1, 202~~1~~². The creation of a 6-month budget for January 1, 202~~1~~² to June 30, 202~~1~~². Subsequently a 12-month budget will be created covering July 1, 202~~1~~² to June 30, 202~~2~~³. 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 the amended County Commissioner By-Laws as proposed.



County Manager