

Maine
Cumberland **County**

**CUMBERLAND COUNTY COMMISSIONERS
MEETING AGENDA**

The County Commissioners will hold their meeting on Zoom.

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

Submit public comments to kennedy@cumberlandcounty.org prior or during the meeting

Monday, September 14, 2020

5:30 PM

CALL TO ORDER

APPROVAL OF THE MINUTES

Regular Meeting Minutes of July 21, 2020.

INFORMATIONAL REPORT/PRESENTATIONS

Sheriff Joyce has been invited to share the protocols in place at the County Jail for addressing COVID-19.

COMMENTS FROM THE PUBLIC

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

CONSENT AGENDA APPROVALS

- | | |
|---------------|--|
| 20-060 | Approval of Sheriff's Office Commissioners – July 2020 |
| 20-061 | Approval of the Sheriff's Office Patrol contract with MSAD #61 |

- 20-062** Approval of the Sheriff's Office Patrol contract with the Town of Standish.
- 20-063** Approval of the Sheriff's Office Patrol contract with the Town of Harpswell
- 20-064** Approval of the extension of the Sheriff's Office Marine Patrol contract with the Town of Harpswell
- 20-065** Approval of the Sheriff's Office Patrol contract with the Town of Harrison.
- 20-066** Authorizing the purchase of a 2021 Ford Police Interceptor AWD for the County Jail.

NEW BUSINESS

- 20-067** Action on the City of Portland's request for use of the Cross Insurance Arena
- 20-068** 2020 HOME Projects
- 20-069** CAPER approval
- 20-070** Action on the Electronic Signature Policy
- 20-071** Action on the Spectra Management Financial Incentive
- 20-072** Presentation of the 2021 County Manager's Budget

COMMENTS FROM THE COUNTY MANAGER

COMMENTS FROM THE EXECUTIVE STAFF

COMMENTS FROM THE COUNTY COMMISSIONERS

Executive Session

The County Commissioners will enter into Executive Session in accordance with 1 M.R.S.A §405 (6) (D) for the opportunity to discuss negotiations. Commissioners may make a motion after coming out of Executive Session.

ADJOURN

Maine Cumberland County

MINUTES

July 21, 2020

CALL TO ORDER – 6:05 pm

Commissioners in Attendance:

Thomas Coward, Chair
Stephen Gorden, Vice Chair
Neil D. Jamieson, Jr.
James Cloutier
Susan Witonis - Absent

Staff in Attendance:

James Gailey, County Manager
Travis Kennedy, Dir of Public
Affairs
Sheriff Kevin Joyce

The Cumberland County Commissioners' Meeting was held at 6:00 PM in the Peter Feeney Conference Room. Members of the public were able to view the meeting on the County's YouTube page and submit questions/comments via email.

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 June 24, 2020. Commissioner Cloutier so moved, Commissioner Jamieson seconded. Chairman Coward asked for a vote. Vote 4-0 (Witonis Absent).

INFORMATIONAL REPORTS/PRESENTATIONS

Sheriff Joyce presenting the Sheriff's Office arrest and citation data, policies and protocols relating to excessive force, crisis intervention, de-escalation and bias base enforcement.

Cloutier – Who is authorized to issue Warrants in the region?

Jamieson – Very well done and thorough presentation.

Gorden – Question around mental health services and drugs and homelessness

Coward – Very enlightening. Happy you're taking the steps to track this data. Impressed with accreditation with Jail – leading the way in Maine. Lot of time, money and training.

COMMENTS FROM PUBLIC

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

CONSENT AGENDA APPROVALS

- 20-055** Approval of 3-year Regional Assessing Contract with Town of North Yarmouth
- 20-056** Acceptance of \$21,785 dividend from Maine Municipal Workers Compensation Fund
- 20-057** Approval of Contract Agreement between MaineHealth doing Business as Maine Medical Center and Cumberland County for the operation of an Alternative Care Facility at the Cross Insurance Arena
- 20-058** Approval of Contract Agreement between Global Spectrum LP and Cumberland County for the operation of an Alternative Care Facility at the Cross Insurance Arena

Chairman Coward read the titles of each Consent Agenda item and asked for a motion to approve Consent Agenda Items 020-055 and 020-058. Commissioner Jamieson so moved, Commissioner Cloutier seconded. Chairman Coward asked for a vote. Vote 4-0 (Witonis Absent).

NEW BUSINESS

- 20-059** Appointment of the County's Finance Committee

Gailey – Presented the results of the Finance Committee Caucus that was held between 4:30 pm and 5:30 pm early that day. By State Statute the Finance Committee is made up of elected officials from the towns that fall within Cumberland County. The County sent out notices through email and US Postage Service to each of the 28 towns in the County. The Caucus was held out in the exterior parking lot to assure social distancing. No one attending any of the five caucus times. The County currently has only one member due to two members are no longer elected officials and no one attended the caucus this afternoon.

Chairman Coward asked for a motion to approve the Finance Committee. Commissioner Cloutier so moved, Commissioner Gorden seconded. Chair Coward asked for a vote. Vote 4-0 (Witonis Absent).

20-060

Amending the County's Declaration of Emergency

Gorden -- Thank you for bringing this item forward.

Coward -- Typo in last paragraph. Fully in favor and gives us flexibility. County government has been very prudent through all of this.

Chairman Coward asked for a motion to approve the Amended Emergency Declaration. Commissioner Cloutier so moved, Commissioner Jamieson seconded. Chair Coward asked for a vote. Vote 4-0 (Wittonis Absent).

COMMENTS FROM THE COUNTY MANAGER

County Manager Jim Gailey discussed taking August off from meetings. The Charter requires meeting eleven months out of the year and typically August is taken off. Talked about upcoming budget process that staff will begin working on next week in hopes of delivering a budget to the Commissioners the first meeting in September.

COMMENTS FROM THE EXECUTIVE STAFF

Talked about the Legislature. Committees are meeting, but full Legislature is not as the parties are slow to agree to come back into session.

COMMENTS FROM THE COUNTY COMMISSIONERS

Commissioner Steve Gorden -- We can have citizens without a functioning economy, but we can't have a functioning economy without citizens. Wear your mask and wash your hands.

Commissioner James Cloutier -- Maine has been "green" for the last month in terms of the virus. Great tribute to the State and their efforts. Staggering on other areas of the country and what they are doing there.

Commissioner Neil D. Jamieson, Jr. -- Smart to be safe and wear a mask. State of Maine is doing a great job. Lets keep the common sense going. Schools are going to open up in some capacity. Lets be safe.

Commission Chair Thomas Coward -- Amplify others comments. Take care of one self.

Executive Session

Chairman Coward asked for a motion to go into Executive Session. Commissioner Gorden so moved to go into Executive Session per 1 M.R.S.A. §405 (6)(D). Commissioner Cloutier seconded. All Commissioners voted in favor, 4-0 (Witnois Absent) 7:32 pm.

Commissioner Coward announced that the Commissioners will not be taking a vote when they come out of Executive Session. They will vote to adjourn the meeting immediately afterwards.

Chairman Coward asked for a motion to come out of Executive Session. Commissioner Jamieson so moved. Commissioner Cloutier seconded. All Commissioners voted in favor, 4-0 (Witonis Absent) 7:51 pm.

Adjournment

Chairman Coward asked for a motion to adjourn the meeting. Commissioner Gorden so moved to adjourn the meeting. Commissioner Jamieson seconded. All Commissioners voted in favor, 4-0 (Witonis Absent). The meeting adjourned at 7:52 pm.

WORKSHOP – Immediately Following

1. Digital Signature Policy
2. COVID changes may be adopted



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
DATE: July 30, 2020
SUBJECT: SHERIFF'S OFFICE COMMISSIONS July 2020

Agency

Officer

CCSO

Andrew Ward

Cheryl Holmes

Marc Yankowsky

Josiah Cushman

Kerry Joyce

Hunter Smith

John Grabler

Brunswick

Christopher Balestra

Cory Iles

Kerry Wolongevicz

Justin Dolci

Nicholas Bedard

Matthew Nicholson

Cape Elizabeth

Tammy Schafran

Cumberland

Ryan Pynchon

Falmouth

Amanda Hogg

Kenneth Walberg

John Kilbride

Stephen Hamilton



Freeport

Collin Gordan

William Brown

Jason O'Toole





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 *KJ*

DATE: SEPTEMBER 9, 2020

SUBJECT: SHERIFF'S OFFICE COMMISSIONS August 2020

Agency

Officer

Brunswick

Dan Sylvain

Falmouth

Jeffrey Pardue

University of Southern Maine

Derek Abbott

Penny Belanger

Ronald Saindon

Russell Swan

Timothy Farwell

Windham

Matthew Cyr





Staff Report Cumberland County Sheriff's Office



August 27, 2020

Title: MSAD #61 Agreement for Law Enforcement Services

County Manager's Comments

Background:

The Cumberland County Sheriff's Office provides enhanced law enforcement services to select school districts in Cumberland County through a contract for services for Scholl Resource deputies.

Discussion:

MSAD #61 contacted the Cumberland County Sheriff's Office to contract for a deputy sheriff to work as a school resource deputy in MSAD #61 for 175 days, primarily at the Lake Region High School. The position was approved this year. The Town of Naples will be utilizing the deputy's off time during the summer to primarily patrol the causeway area.

Fiscal Impact:

MSAD #61 is contracting for 175 days of a deputy's service. There are costs charged in the contract for the vehicle and other outfitting supplies. The contract pricing was reviewed and approved by the county's Finance Department. Additional fiscal burden, if any, should be minor and absorbed in the Sheriff's current budget.

Recommendations:

It is recommended that the contract be approved.

Prepared by:

A handwritten signature in black ink, appearing to read "Craig C. Smith".

Craig C. Smith
Captain

Approved by:

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

Kevin J. Joyce
Sheriff

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

MSAD #61

September 2020 to June 2021 (175 days)

AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN THE CUMBERLAND COUNTY SHERIFF'S OFFICE, BOARD OF COUNTY COMMISSIONERS AND MAINE SCHOOL ADMINISTRATIVE DISTRICT #61

This Contract, effective September 2020, is made by and between MSAD #61, 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. Marked 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. No shifts will be back 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 Code of Conduct that are applicable within the SCHOOL, and Statutes of the State of Maine. Performance of all duties of a 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. Patrol and Detection Canine Support;
- f. Emergency Services Unit (ESU);
- g. Law Enforcement Training Section;
- h. Task Force Personnel;

- i. Crime Prevention;
- j. Volunteers in Police Service Activities;
- k. Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victim Crimes);
- l. Dive Team;
- m. Administrative Investigations (Internal Affairs) for the Cumberland County Sheriff's Office;
- n. Any other such units or services as the Cumberland County Sheriff's Office may provide normally.

Safe School Environment:

- Work collaboratively with the Lake Region High School and Vocational Center 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.
 - Assist in criminal situations (bomb threats, fights, drug possession) at the Lake Region Middle School, Songo Locks Elementary, and Stevens Brook Elementary.
- The following protocol will be followed:
- The principal will first call their local law enforcement agency if not the Cumberland County Sheriff's Office.
 - The next call will be to the LRHS principal and the SRO.
 - If the LRHS 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 #61 at least once a month. Establish a connection with the principals at those campuses and communicate guidelines and the 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 LRHS/LRVC.
 - Visit classrooms and make presentations.
 - Visit other MSAD #61 schools and respond to requests when feasible.
- F. All deputies assigned to the SCHOOL shall remain within the SCHOOL during regularly assigned shifts.
- G. In the event of an emergency response call and/or an exigent circumstance arises; the deputy 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 a marked unit. Each marked unit shall prominently display on the exterior the indicia of the Cumberland County Sheriff's Office. The SCHOOL agrees that all requests made by the deputy 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 the marked patrol unit per the manufacturer's recommended maintenance schedule.
 3. The COUNTY shall provide the SCHOOL, no later than February 1st of the year, a contract cost proposal for the 12 months beginning August 1st of the year.
 4. The SCHOOL shall provide necessary office space, 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 involves 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 reassignment 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 Administrator, the Chief Deputy or his designee shall attend School Board Meetings, community meetings, and meetings with the SCHOOL staff which involves 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 replaces 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 the 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 make available to the SCHOOL a copy or access of the Cumberland County Sheriff's Office General Orders relating to the interest of the school, including any updates and amendments, as requested.

ARTICLE 4 – SAD 61 RESPONSIBILITIES

4.1 Office Space.

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

4.2 SCHOOL's Ordinances.

A. The SCHOOL shall provide to the SHERIFF, as requested, two (2) copies of the SCHOOL Code of Conduct 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 September 2020 for 175 days shall be seventy-five thousand, one hundred ninety-nine dollars and eighteen cents (\$75,199.18) (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 an 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 the 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 an 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, the 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 another matter in question has arisen, and in no event shall it be made when the 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 the 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 the same period of time.

10.4 The claim, dispute, or other matter shall be submitted to the full arbitration panel after the 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 MSAD #61 for a period of 175 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. This written notice must be hand-delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the SCHOOL Administrator.

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 before the 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 BOARD, 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 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 MSAD #61, 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: 08-21-2020

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF SCHOOL REPRESENTATIVE

BY:  _____

DATE: 8/19/2020

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

12/23/2019

Lake Region High School Contract

FROM: see below 175 days

August 2020 to June 2021

PERSONNEL COSTS:

	<u>175 Days X 8 hours per day=</u>	<u>1,400</u>	Hourly rate	\$	27.54
Mld Level	ONE DEPUTY				\$38,556.00
	2021 COLA 2.0%				\$385.56
			TOTAL SALARY		<u>\$38,941.56</u>

COMPENSATION TIME (@ 1.5)-Back Fill					
# Of Days	0	VACATION			\$0.00
		HOLIDAYS			\$0.00
		PERSONAL			\$0.00
		SICK			\$0.00
			TOTAL COMP COSTS		<u>\$0.00</u>

FRINGE BENEFIT COSTS:					
	7.65%	SOCIAL SECURITY			\$2,979.03
	3.38%	WORKERS COMP			\$1,316.22
	10.60%	RETIREMENT			\$4,127.81
Family		HEALTH INSURANCE			\$16,596.92
			TOTAL FRINGE COSTS		<u>\$25,019.98</u>

OTHER FIXED COSTS

	3.0%	CONTRACT SUPERVISION			\$1,168.25
\$	500.00	VEHICLE INSURANCE			\$340.38
\$	520.00	PROFESSIONAL LIABILITY FOR DEPUTY			\$354.00
		TOTAL OTHER FIXED COSTS			<u>\$1,862.63</u>

OPERATIONAL COSTS

		UNIFORMS			\$300.00
		LAPTOP REPLACEMENT			\$2,300.00
		TECHNOLOGY EQUIPMENT			\$1,000.00
		TIRES FOR VEHICLE			\$250.00
		FUEL OIL, GASOLINE			\$400.00
		MAINTENANCE VEHICLE			\$650.00
		SAFETY EQUIPMENT			\$175.00
		TOTAL OPERATIONAL COSTS:			<u>\$5,075.00</u>

CAPITAL COSTS

		VEHICLE AND FIT-UP COSTS			\$4,300.00
		TOTAL CAPITAL IMPROVEMENTS:			<u>\$4,300.00</u>

TOTAL CONTRACT COST FOR THIS PERIOD: **\$75,199.18**



Staff Report Cumberland County Sheriff's Office



August 11, 2020

Title: Town of Standish – Patrol Contract (2020-2021)

County Manager's Comments

Background: The annual Standish Patrol contract is attached. The contract period is from July 1st, 2020-June 30th, 2021; there are no changes to the contract.

Discussion: The contract submitted is, **\$702,585.61**. 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: **\$702,585.61**.

Recommendations: Request Commissioners ratification of the contract and the Chairperson and County Manager; sign the approved Standish Patrol contract.

Prepared by:

Naldo Gagnon 8/12/2020
Naldo Gagnon
Chief Deputy

Approved by:

K. Joyce 08-15-2020
Kevin Joyce
Sheriff

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

STANDISH- PATROL

July 1, 2020 to June 30, 2021

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

This Contract, effective the first day of July 2020, is made by and between Standish, 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 Standish, Cumberland County, Maine.

W I T N E S S E T H:

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

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

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

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

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

ARTICLE 1 – DEFINITIONS

1.1 For the purposes of this Contract, the following terms shall have the respective meanings hereinafter set forth:

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

- B. Patrol Unit shall mean one staffed, marked patrol car and all standard equipment as defined by the Cumberland County Sheriff's Office General Orders.
- C. Service shall mean comprehensive law enforcement services provided four days a week on a ten (10) hours per day basis.
- D. Substation shall mean a subsidiary or branch station of the Cumberland County Sheriff's Office.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services

- A. The SHERIFF shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional law enforcement services within and throughout the TOWN to the extent and in the manner herein described.
- B. The SHERIFF shall assign personnel to provide the level of professional law enforcement services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto.
 - 1. The SHERIFF shall provide to the TOWN the equivalent of one (7) full time deputy sheriffs, who are certified law enforcement officers, by the Maine Criminal Justice Academy.
 - 2. All vacant shifts that are less than four (4) days will be filled. All week long vacancies will be first back filled by the float position.
- 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 Standish 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 TOWN shall provide marked patrol units. Each marked patrol unit shall prominently display on the exterior the indicia of both the Cumberland County Sheriff's Office and the Town of Standish. The parties agree that all vehicles purchased and owned by the TOWN and used by said deputies will be marked "Cumberland County Sheriff's Office - Standish Patrol". All other vehicular markings, decals, bumper stickers, slogans, etc. are expressly prohibited without approval from the TOWN. The TOWN agrees that all equipment used by the deputies will be issued through the SHERIFF's office for assignment. The TOWN agrees that all requests made by the deputies to the TOWN pertaining to equipment, schooling, work schedule, etc. will be referred to the administrators of the SHERIFF's Office for approval.

2. The SHERIFF agrees to maintain TOWN vehicles per the manufacturer's recommended maintenance schedule.

3. The COUNTY shall provide the TOWN, no later than February 1st of the year, with a contract cost proposal for the 12-month period beginning July 1st of the year. This proposal shall include provisions for purchase of a police cruiser, as stated in 2.1.I.1, and if necessary one or more alternate 4-wheel drive vehicle options as long as the vehicle is a manufacturer's certified patrol vehicle.

4. The sheriff deputies assigned to Standish shall be authorized to store their town-owned vehicles at private residences during off-duty hours at the sole discretion of the TOWN, so long as the policy applies to all deputies. In the event that this authority is revoked by the TOWN, all town-owned vehicles shall be stored at a single town-owned facility.

5. The SHERIFF shall provide necessary office supplies and office furniture for use by contract deputy to fulfill assignments.

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

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

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

2.2 Administrative Responsibilities.

A. The seven (7) deputy sheriffs will perform all duties and responsibilities consistent with the Cumberland County Sheriff's Office General Orders, and this Contract under the direction of the SHERIFF.

B. The Chief Deputy or his designee will notify the Town Manager in a timely manner of any major/significant crimes or incidents, unusual occurrences, or emergencies that occur within the TOWN.

C. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to the TOWN every six (6) months by the SHERIFF or designee.

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

Report	Date
○ Schedule for deputies assigned to Standish	As prepared
○ Monthly categorical summary of calls for service	15th of the following month
○ Monthly summary of moving traffic stops with distinction between warnings and summons	15th of the following month
○ Annual summary of town-owned vehicle maintenance	January 15 th
○ Annual inventory of town-owned equipment (for items exceeding \$250 value)	January 15th
○ Copies of all operational policies and procedures	Within 15 days of approval by Sheriff
○ Copies of approved collective bargaining agreements which pertain to deputies assigned to Standish	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 Manager, 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 Standish or permanent re-assignment of any deputy out of Standish. "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 replaces 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 STANDISH 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, if necessary, 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 Standish 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 July 1, 2020 through June 30, 2021, shall be Seven-hundred two thousand, five-hundred eighty-five dollars and sixty-one cents (\$702,585.61) (dollar amount of financial consideration for Sheriff's services) spread over a 12-month period for costs incurred by the COUNTY as described in Attachment A of this Contract.

5.2 The TOWN shall make payment in equal installments on a monthly basis. The first installment shall be due July 1, 2020; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.

5.3 The TOWN shall make provision for fuel on a 24-hour / 7-day basis in Standish for town-owned vehicles operated by deputies.

5.4 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.

5.5 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

ARTICLE 6 – ADDITIONAL PERSONNEL

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

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 8 – AUDIT OF RECORDS

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

ARTICLE 9 - STANDARD OF PERFORMANCE

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

ARTICLE 10 – ARBITRATION

10.1 In the event of a dispute between parties arising out of, or relating to the parties' rights and obligations under this Contract, it is mandatory that such disputes be submitted to arbitration for resolution. A request for arbitration shall be conclusively evidenced by the delivery of a written demand for arbitration to the opposing party. This demand for arbitration shall be delivered within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made when commencement of legal or equitable proceedings based on such claims, disputes, or other matters in question would be barred by the applicable statute of limitations. A written demand for arbitration shall also set forth the name of the complaining party's representative to the arbitration panel, as defined below. A certified mail receipt shall be evidence of delivery of the demand for arbitration.

10.2 The arbitration panel shall consist of the following members: a representative of the TOWN appointed by the Selectmen, Town Council or other governing body of the TOWN, a representative of the COUNTY appointed by the County Commissioners, and a third member to be selected by the two representatives selected by the respective parties. If the representatives of the parties cannot agree on a third member within ten days of the appointment of the last of them, either one may request the American Arbitration Association to appoint said third member and the selection of the American Arbitration Association shall be binding on both parties.

10.3 Once the party has delivered to the other party a written demand for arbitration, the other party must appoint its representative within ten days of delivery of said demand for arbitration and must give notice of its decision to the other party within same period of time.

10.4 The claim, dispute, or other matter shall be submitted to the full arbitration panel after appointment of the third member. The arbitration shall be conducted pursuant to the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association. The panel shall render its decision within thirty (30) days from the close of the hearing.

10.6 All costs of the arbitration shall be borne equally by both parties.

10.7 The decision of the arbitrators shall be final and binding on both parties.

10.8 Disputes arising under the Indemnification Article 11 are excluded from this Arbitration provision.

ARTICLE 11 - INDEMNITY

11.1 The COUNTY agrees to indemnify and hold harmless the TOWN from any and all liability, loss, or damage that the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising out of the SHERIFF's performance or failure to perform any of the obligations set forth in this Contract. The COUNTY further agrees to defend any claims brought or actions filed against the TOWN with respect to the SHERIFF's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

11.2 The TOWN agrees to indemnify and hold harmless the COUNTY and SHERIFF from any and all liability, loss or damage that the COUNTY and SHERIFF may suffer as a result of claims, demands, costs, or judgments against it arising out of the TOWN's performance or failure to perform any of the obligations set forth in this Contract. The TOWN further agrees to defend any claims brought or actions filed against the COUNTY and SHERIFF with respect to the TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

11.3 Neither the TOWN, COUNTY, nor SHERIFF waive any defenses the parties may have under the Maine Tort Claims Act.

ARTICLE 12 – TERM

12.1 This Contract shall remain in full force and effect commencing July 1, 2020 and ending June 30, 2021, all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

12.2 The terms and conditions of this Contract are contingent upon the approval of the elected Sheriff and the Chairman of the Cumberland County Commissioners.

12.3 In the absence of a notice of termination in accordance with Article 13, this Contract shall automatically renew annually subject to the budget proposal by the SHERIFF and subsequent approval by the TOWN.

ARTICLE 13 – TERMINATION

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

ARTICLE 14 - EXTENSION

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

ARTICLE 15 – TRANSITION

15.1 In the event of the termination or expiration of this Contract, the SHERIFF and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the Sheriff's Office to another law enforcement agency, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.

15.2 In the event of termination or upon expiration of this Contract, the TOWN shall have the option to purchase from the COUNTY and SHERIFF any equipment, fixtures, and furnishings furnished by the COUNTY and SHERIFF to perform the services provided under this Contract. The purchase price shall be determined by mutual Contract of the parties as to the fair-market value of such equipment, fixtures, and furnishings.

ARTICLE 16 – AUTHORITY TO EXECUTE AND ENFORCE

16.1 The Chairperson of the Cumberland County Commissioners, by his/her execution hereof, does hereby represent to the TOWN that he/she has full power and authority to make and execute this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.

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

16.3 The Town Manager, 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.

ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

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

Vehicle Equipment: The contracting town agrees to purchase all required and necessary emergency and enforcement related equipment associated with the emergency vehicle. The

town agrees to replace any equipment that is in need of upgrading due to the equipment being damaged or outdated.

List of required equipment:

- All emergency lighting, siren and related equipment
- Interior protective cage/screens
- Laptop computer and stand
- Scanner
- Printer
- Emergency radios (Mobile and Portable)
- Push bumper/ guard
- Radar
- AR-15 Rifle
- 12-gauge Shotgun
- Rifle and shotgun securing mounts
- First aid kit
- Dash camera (optional)
- Pursuit Spike Mat
- Self-inflating life vest
- Any equipment that may be outdated or damaged

IN WITNESS WHEREOF, the TOWN OF STANDISH, by order duly adopted by its Town Council has caused this Contract to be signed by the Town Council and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the Chairperson of said Board or Council and the seal of said Board or Council to be affixed thereto and attested by the Clerk of said Board or Council, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY: _____
CHAIRPERSON
COUNTY COMMISSIONERS

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY: _____
SHERIFF
KEVIN J. JOYCE

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: TOWN OF STANDISH

BY: William D. Groux William D. Groux

DATE: 8-10-2020

ATTEST: _____
COUNTY MANAGER/CLERK

DATE: _____



Staff Report Cumberland County Sheriff's Office



August 11, 2020

Title: Town of Harpswell Patrol Contract (2020-2021)

County Manager's Comments

Background: The annual Patrol contract is attached for the Town of Harpswell. The contract period is from April 1st, 2020-March 31st, 2021; there are no changes to the contract.

Discussion: The contract submitted is, **\$390,516.35**. 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: **\$390,516.35**.

Recommendations: Request Commissioners ratification of the contract and the Chairperson and County Manager; sign the approved Harpswell Patrol contract.

Prepared by:

Naldo Gagnon 8/12/2020
Naldo Gagnon,
Chief Deputy

Approved by:

Kevin Joyce 08.15.2020
Kevin Joyce,
Sheriff

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

HARPSWELL – PATROL

04/01/2020 to 03/31/2021

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

This Contract, effective the first day of April 2020, is made by and between Harpswell, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), the County of Cumberland (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a Constitutional Officer of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the town limits of Harpswell, Cumberland County, Maine.

WITNESSETH:

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

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

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

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

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

ARTICLE 1 – DEFINITIONS

1.1 For the purposes of this Contract, the following terms shall have the respective meanings hereinafter set forth:

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

B. Patrol Unit shall mean one staffed, marked patrol car and all standard equipment as defined by the Cumberland County Sheriff's Office General Orders.

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

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

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services.

A. The SHERIFF shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional law enforcement services within and throughout the TOWN to the extent and in the manner herein described.

B. The SHERIFF shall assign personnel to provide the level of professional law enforcement services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto.

1. The SHERIFF shall provide to the Town the equivalent of 3 full time deputy sheriffs all of whom are certified law enforcement officers by the Maine Criminal Justice Academy.

2. All vacant shifts will be filled.

C. Law enforcement services shall encompass all those duties and functions of the type coming within the jurisdiction of, and customarily provided by, municipal police departments.

D. While contracted to provide law enforcement services, deputy sheriffs will enforce Harpswell Town Ordinances that are applicable within the TOWN, and Statutes of the State of Maine. Performance of all duties of deputy sheriffs shall be in accordance with Cumberland County Sheriff's Office General Orders.

E. When necessary, the SHERIFF shall additionally provide to the TOWN, at no additional cost, the following expertise and services:

- a. Traffic Crash Investigations/Reconstruction;
- b. Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations, and Collection of Evidence);
- c. Prisoner and Jail Services;
- d. Records Retention;
- e. Civil Service Officers;
- f. Patrol and Detection Canine Support;
- g. Emergency Services Unit (ESU);
- h. Law Enforcement Training Section;
- i. Task Force Personnel;
- j. Crime Prevention;
- k. Police Service Activities and Volunteers;
- l. Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victims);
- m. Dive Team;
- n. Administrative Investigations (Internal Affairs) for the Cumberland County Sheriff's Office;
- o. Any other such units or services as the Cumberland County Sheriff's Office may provide normally.

F. All deputies assigned to the TOWN shall remain within the town during the regularly assigned patrol shift.

G. In the event of an emergency response call and/or an exigent circumstance arises, deputies assigned to the TOWN will perform services in a similar way to that of a police department assisting under a mutual aid agreement.

H. Vehicles, Supplies, Equipment and Office Furniture:

1. The COUNTY shall provide marked patrol units. Each marked patrol unit shall prominently display on the exterior the indicia of both the Cumberland County Sheriff's Office and the Town of Harpswell. All other vehicular markings, decals, bumper stickers, slogans, etc. are expressly prohibited without approval from the TOWN. The TOWN agrees that all equipment used by the deputies will be issued through the SHERIFF's office for assignment. The TOWN agrees that all requests made by the deputies to the TOWN pertaining to equipment, schooling, work schedule, etc. will be referred to the administrators of the SHERIFF's Office for approval.

2. The SHERIFF agrees to maintain vehicles assigned to TOWN per the manufacturer's recommended maintenance schedule. The SHERIFF shall utilize any list maintained by the TOWN for requisition of all wrecker services.

3. The COUNTY shall provide the TOWN, no later than October 1 of each year, with a contract cost proposal for the 12-month period beginning the following April 1.

4. The sheriff deputies assigned to Harpswell shall be authorized to store their county-owned vehicles at private residences during off-duty hours at the sole discretion of the COUNTY, so long as the policy applies to all deputies. In the event that this authority is revoked by the COUNTY, all county-owned vehicles shall be stored at a single county-owned facility.

5. The SHERIFF shall provide necessary office supplies and office furniture for use by contract deputies in order to fulfill assignments.

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

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

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

2.2 Administrative Responsibilities.

A. The 3 deputy sheriffs will perform all duties and responsibilities consistent with the Cumberland County Sheriff's Office General Orders and this Contract, under the direction of the SHERIFF.

B. The Chief Deputy or his designee shall notify the Town Administrator in a timely manner of any major/significant crimes or incidents, unusual occurrences, or emergencies that occur within the TOWN.

C. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to the TOWN on a monthly basis by the SHERIFF.

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

Report	Date
• schedule for deputies assigned to Harpswell	as prepared
• monthly categorical summary of calls for service	15th of following month
• monthly summary of moving traffic stops	
With distinction between warnings and summons	15th of following month
• copies of all operational policies and procedures	within 15 days of a request to the Sheriff
• copies of approved collective bargaining agreements which pertain to deputies assigned to Harpswell	within 15 days of final ratification by all parties
• summary of pending criminal cases to include each case's status in the judicial system	when retrievable by computer

E. The Chief Deputy or his designee shall attend Town Board of Selectmen meetings and Town Meetings as requested by the TOWN and community meetings and meetings with the Town staff which involve issues of mutual concern. Additionally, when requested by the Town Administrator, the Chief Deputy or his designee shall provide advice or consent on law enforcement issues and attend other meetings.

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

G. The SHERIFF shall make all decisions regarding hiring and firing of the deputies, provided that the SHERIFF replace the deputy only with an individual meeting the qualifications specified in this Contract. Provided further, the SHERIFF shall not terminate the deputy's employment before making provision for replacement of the deputy.

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

I. The TOWN may employ the sheriff's deputies to deliver selectmen packets to individual town selectmen's residences as needed.

2.3 Processing of Evidence.

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

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment: Right of Control.

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

3.2 Assignment of Law Enforcement.

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

3.3 Sheriff's General Orders.

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

ARTICLE 4 – TOWN OF HARPSWELL RESPONSIBILITIES

4.1 Office Space.

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

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

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

4.2 Town's Ordinances.

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

ARTICLE 5 – COSTS

5.1 The total amount due for all law enforcement services for subsequent years shall be based upon the proposal submitted by the Sheriff during the TOWN's budget process to be approved by the Town Selectmen. The total amount due for all services beginning April 1, 2020, through March 31, 2021, shall be

Three hundred ninety thousand, five hundred sixteen dollars and thirty five cents, (\$390,516.35) and spread over a 12-month period for costs incurred by the COUNTY as described in Attachment A of this Contract.

5.2 The TOWN shall make payment in equal installments on a monthly basis. The first installment shall be due April 1, 2020; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.

5.3 The SHERIFF agrees that the deputy or deputies providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.

5.4 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

ARTICLE 6 – ADDITIONAL PERSONNEL

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

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 8 – AUDIT OF RECORDS

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

ARTICLE 9 - STANDARD OF PERFORMANCE

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

ARTICLE 10 – ARBITRATION

10.1 In the event of a dispute between parties, either party may request arbitration to resolve such disputes and may refer the disputed matter to an arbitration panel. Such election for arbitration shall be conclusively evidenced by the filing of a written demand for the arbitration with the opposing party. This demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made when institution of legal or equitable proceedings based on such claims, dispute, or other matter in question would be barred by the applicable statute of limitations. A written demand for arbitration shall also set forth the name of the complaining party's representative to the arbitration panel, as defined below.

10.2 The arbitration panel shall consist of the following members: a representative of the TOWN appointed by the Selectmen, a representative of the COUNTY appointed by the County Commissioners, and a third member to be selected by the two members previously mentioned. If the representatives of the parties cannot agree on a third member within ten (10) days of the appointment of the last of them, either one may request the American Arbitration Association to appoint said third member and the selection of the American Arbitration Association shall be binding on both parties.

10.3 Once the party has sent the other party a written demand for arbitration, the other party must appoint its representative within ten (10) days of receipt of said demand for arbitration and must give notice of its decision to the other party within same period of time.

10.4 The two representatives so appointed to the arbitration panel shall select a third member of their panel as provided in paragraph 10.2 above.

10.5 The claim, dispute, or other matter shall be submitted to the full arbitration panel after appointment of the third member and the panel shall render its decision within thirty (30) days from the close of the hearing.

10.6 All costs of the arbitration shall be borne equally by both parties.

10.7 The decision of the arbitrators shall be final and conclusive between both parties.

ARTICLE 11 - INDEMNITY

11.1 The COUNTY agrees to indemnify and hold harmless the TOWN from any and all liability, loss, or damage that the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising out of the SHERIFF's performance or failure to perform any of the obligations set forth in this Contract. The COUNTY further agrees to defend any claims brought or actions filed against the TOWN with respect to the SHERIFF's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

11.2 The TOWN agrees to indemnify and hold harmless the COUNTY and SHERIFF from any and all liability, loss, or damage that the COUNTY and SHERIFF may suffer as a result of claims, demands, costs, or judgments against it arising out of the TOWN's performance or failure to perform any of the obligations set forth in this Contract. The TOWN further agrees to defend any claims brought or actions filed against the COUNTY and SHERIFF with respect to the TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

11.3 Neither the TOWN, COUNTY, or SHERIFF waive any defenses the parties may have under the Maine Tort Claims Act.

ARTICLE 12 – TERM

12.1 This Contract shall remain in full force and effect commencing April 1, 2020, and ending March 31, 2021, all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

12.2 The terms and conditions of this Contract are contingent upon the approval of the elected Sheriff and the Chairman of the Cumberland County Commissioners.

12.3 In the absence of a notice of termination in accordance with Article 13, this Contract shall automatically renew annually subject to the budget proposal by the SHERIFF and subsequent appropriation of the funds required and approval by the TOWN.

ARTICLE 13 – TERMINATION

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

ARTICLE 14. - EXTENSION

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

ARTICLE 15 – TRANSITION

15.1 In the event of the termination or expiration of this Contract, the SHERIFF and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the Sheriff's Office to another law enforcement agency, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.

15.2 In the event of termination or upon expiration of this Contract, the TOWN shall have the option to purchase from the COUNTY and SHERIFF any equipment, fixtures, and furnishings furnished by the COUNTY and SHERIFF to perform the services provided under this Contract. The purchase price shall be determined by mutual Contract of the parties as to the fair-market value of such equipment, fixtures, and furnishings.

ARTICLE 16 – AUTHORITY TO EXECUTE AND ENFORCE

16.1 The Chairperson of the Cumberland County Commissioners, by his/her execution hereof, does hereby represent to the TOWN that he/she has full power and authority to make and execute this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.

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

16.3 The Chairperson of the Town Selectmen, by his/her execution hereof, does represent to the Sheriff and Chairman of the Cumberland County Commissioners that he/she has full power and authority to make and execute this Contract on behalf of the TOWN.

16.4 Nothing herein contained is any way contrary to or in contravention of the laws of the State of Maine.

ARTICLE 17 – COMMUNICATIONS

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

ARTICLE 18 – ENTIRE AGREEMENT

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

ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

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

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

List of required equipment:

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

IN WITNESS WHEREOF, the TOWN OF HARPSWELL, by order duly adopted by its Town Selectmen has caused this Contract to be signed by the Town Selectmen and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the Chairperson of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said board, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY: _____

CHAIRPERSON
COUNTY COMMISSIONERS

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

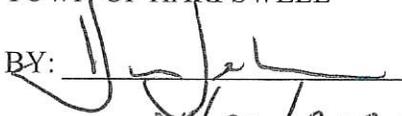
BY:  _____

SHERIFF
KEVIN J. JOYCE KEVIN J. JOYCE

DATE: 08-05-2020

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: TOWN OF HARPSWELL

BY:  _____, *Kevin Johnson, Chair
Harpswell Board of
Selectmen*

DATE: 7/23/2020

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
 DRAFT 10/04/2019

HARPSWELL CONTRACT
 FROM 4/1/2020 TO 3/31/2021

PERSONNEL COSTS

DEPUTY	Bradbury	\$28.88	\$	60,079.76
DEPUTY	Schenk	\$28.92	\$	60,143.72
DEPUTY	Ward	\$28.66	\$	59,610.72
	2021 COLA 2.5%		\$	1,123.96
TOTAL SALARY:				\$ 180,958.16

COMPENSATION TIME

# Of Days	48	VACATION	Avg	\$43.23	\$	20,750.10
	33	HOLIDAYS			\$	14,265.69
	9	PERSONAL			\$	3,890.64
	30	SICK			\$	12,968.81
TOTAL COMP COSTS:						\$ 51,875.25

FRINGE BENEFIT COSTS:

7.65%	SOCIAL SECURITY	\$	17,811.76
3.38%	WORKERS COMP	\$	7,869.77
10.60%	RETIREMENT	\$	18,311.89
	HEALTH INSURANCE	\$	68,224.52
TOTAL FRINGE COSTS:			\$ 112,217.93

OTHER FIXED COSTS

3.0%	CONTRACT SUPERVISION	\$	6,985.00
\$ 500.00	VEHICLE INSURANCE	\$	1,500.00
\$ 520.00	PROFESSIONAL LIABILITY FOR DEPUTY	\$	1,560.00
TOTAL OTHER FIXED COSTS:			\$ 10,045.00

OPERATIONAL COSTS

		UNIFORMS	\$	1,200.00
		AIR CARDS FOR COMPUTER- (\$46 per month)	\$	1,500.00
		TIRES FOR VEHICLE	\$	1,500.00
6200 \$	2.60	FUEL OIL, GASOLINE	\$	16,120.00
		MAINTENANCE VEHICLE	\$	3,600.00
		LAPTOPS	\$	10,000.00
		EQUIPMENT	\$	1,500.00
TOTAL OPERATIONAL COSTS:				\$ 35,420.00

CAPITAL COSTS

	NEW VEHICLE (4X4)	\$	-
	FIT UP COSTS	\$	-
TOTAL CAPITAL IMPROVEMENTS:			\$ -

TOTAL CONTRACT COST FOR THIS PERIOD: \$ **390,516.35**



Staff Report Cumberland County Sheriff's Office



August 11, 2020

Title: Town of Harpswell Marine Contract (2020-2021)

County Manager's Comments

Background: The annual Marine Patrol contract is attached for the Town of Harpswell. The contract period is from April 1st, 2020-March 31st, 2021; there are no changes to the contract.

Discussion: The contract submitted is, **\$215,223.06**. 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: **\$215,223.06**.

Recommendations: Request Commissioners ratification of the contract and the Chairperson and County Manager; sign the approved Harpswell Patrol contract.

Prepared by:

Naldo Gagnon 8/12/2020
Naldo Gagnon,
Chief Deputy

Approved by:

[Signature] 08-15-2020
Kevin Joyce,
Sheriff



CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

HARPSWELL- MARINE PATROL

04/01/2020 TO 03/31/2021

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

This Contract, effective the first day of April 2020, is made by and between Harpswell, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), the County of Cumberland (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a Constitutional Officer of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the town limits of Harpswell, Cumberland County, Maine.

WITNESSETH:

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

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

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

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

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

ARTICLE 1 -DEFINITIONS

1.1 For the purposes of this Contract, the following terms shall have the respective meanings hereinafter set forth:

A. Marine Conservation Services shall include but not be limited to the execution and oversight of such conservation-oriented services and activities as water testing, supervision of clam seeding, efforts to limit green crab predation and other endeavors designed to preserve and enhance the marine resource and the marine environment.

B. The workload shall be monitored and coordinated through the Patrol Captain who will work with the Town Administrator to assure the workload is appropriate to achieve the tasks asked of the Marine Wardens.

C. Marine Patrol Deputy shall mean an individual who is appointed by the SHERIFF in accordance with 30-A M.R.S.A §381, has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and perform the duties and responsibilities as set forth in Article 2 of this Contract, and who meets the State requirements for Shellfish Conservation Wardens and has completed any necessary boat handling courses.

D. Service shall mean comprehensive law enforcement services provided for a minimum of seven (7) low tides per week, for a total of 80 (eighty) hours a week, beginning April, 2020.

ARTICLE 2- LEVELS OF SERVICE

2.1 Marine Patrol Services.

A. The SHERIFF shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional marine patrol services within and throughout the TOWN to the extent and in the manner herein described.

B. The SHERIFF shall assign personnel to provide the level of professional marine patrol services and certain marine conservation services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto.

I. The SHERIFF shall provide to the TOWN the equivalent of two (2) full time Marine Patrol Deputies all of whom are law enforcement officers certified by the Maine Criminal Justice Academy and who meet the State requirements for Shellfish Conservation Wardens and have completed any necessary boat handling courses.

2. The SHERIFF shall provide to the Town coverage for a minimum of seven (7) of the fourteen (14) low tides in a seven-day cycle. The Marine Patrol Deputies will work five (5) eight hour shifts each (40 hours per week). The two deputies' work schedules will change in accordance with the tides.

3. Should both Marine Patrol Deputies be simultaneously out for one (1) full week or more, one of the vacant positions will be filled by the SHERIFF for that period of time. If the SHERIFF is unable to fill the vacancy, the TOWN shall be reimbursed for same. If the vacancy is as a result of the employee being on approved FMLA leave, reimbursement will commence after 12-weeks. Should both Marine Patrol Deputies be out for less than one week, the SHERIFF will not fill either position.

4. When the Marine Patrol Deputy is not working the clam-flats in a manner deemed productive by the Marine Patrol Deputy he/she will be available for general law enforcement duties.

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

week will not be affected.

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

6. The Marine Patrol Deputies shall maintain, and provide to the town on a quarterly basis, a log indicating dates and times of boat usage as well as locations patrolled by the boat. Patrol by boat may include the Town of Harpswell Harbormaster as operator of the boat accompanied by one Marine Patrol Deputy.

7. A boat patrol shall be scheduled to meet the needs of the program, and shall be executed, weather permitting; At all other times of year, the boat may be used on a random basis, weather permitting; and pursuant to contract, the Marine Patrol Deputies shall maintain, and provide to the Town on a quarterly basis, a log indicating dates and times of boat usage as well as locations patrolled by boat.

C. Law enforcement services shall encompass all those duties and functions of the type coming within the jurisdiction of, and customarily provided by, municipal police departments.

D. While contracted to provide marine patrol services, Marine Patrol Deputies will enforce all applicable Harpswell Town Ordinances, and Statutes of the State of Maine. Performance of all duties of deputy sheriffs shall be in accordance with Cumberland County Sheriff's Office General Orders.

F. All Marine Patrol Deputies assigned to the TOWN shall remain within the town during the regularly assigned patrol shift.

G. In the event of an emergency response call and/or an exigent circumstance arises, Marine Patrol Deputies assigned to the TOWN will perform services in a similar way to that of a police department assisting under a mutual aid agreement.

2.3 Administrative Responsibilities.

A. The two (2) Marine Patrol Deputies will perform all duties and responsibilities consistent with the Cumberland County Sheriff's Office General Orders and this Contract, under the direction of the SHERIFF.

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

C. The SHERIFF shall make all decisions regarding hiring and firing of the Marine Patrol Deputies, provided, however, that the SHERIFF shall replace the Marine Patrol Deputies assigned to the TOWN only with individuals meeting the qualifications specified in this Contract and provided further that the SHERIFF shall not terminate a deputy's employment before making provision for replacement of the Marine Patrol Deputy.

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

2.4 Processing of Evidence.

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

ARTICLE 3 -OTHER RESPONSIBILITIES

3.1 Employment: Right of Control.

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

3.2 Assignment of Law Enforcement.

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

3.3 Sheriff's General Orders.

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

ARTICLE 4- TOWN OF HARPSWELL RESPONSIBILITIES

4.1 Boat.

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

4.2 Town's Ordinances.

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

ARTICLE 5- COSTS

5.1 The total amount due for all marine patrol services for subsequent years shall be based upon the proposal submitted by the Sheriff during the TOWN's budget process to be approved by the Selectmen. The total amount due for all services beginning April 1, 2020, through March 31, 2021, shall be

Two hundred fifteen thousand, two hundred twenty-three dollars and six cents (\$215,223.06) spread over a 12-month period for costs incurred by the COUNTY as described in Attachment A of this Contract.

5.2 The TOWN shall make payment in equal installments on a monthly basis. The first installment shall be due April 1, 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 Marine Patrol Deputies providing the services to the TOWN shall be employees of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employees because of injury or sickness arising out of his or her employment.

5.4 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

ARTICLE 6- ADDITIONAL PERSONNEL

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

ARTICLE 7 -REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 8-AUDIT OF RECORDS

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

ARTICLE 9 -STANDARD OF PERFORMANCE

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

ARTICLE 10-ARBITRATION

10.1 In the event of a dispute between parties, either party may request arbitration to resolve such disputes and may refer the disputed matter to an arbitration panel. Such election for arbitration shall be conclusively evidenced by the filing of a written demand for the arbitration with the opposing party. This demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made when institution of legal or equitable proceedings based on such claims, dispute, or other matter in question would be barred by the applicable statute of limitations. A written demand for arbitration shall also set forth the name of the complaining party's representative to the arbitration panel, as defined below.

10.2 The arbitration panel shall consist of the following members: a representative of the TOWN appointed by the Selectmen, a representative of the COUNTY appointed by the County Commissioners, and a third member to be selected by the two members previously mentioned; except that, if the representative of the parties cannot agree on a third member within ten (10) days of the appointment of the last of them, either one may request the American Arbitration Association to appoint said third member and the selection of the American Arbitration Association shall be binding on both parties.

10.3 Once the party has sent the other party a written demand for arbitration, the other party must appoint its representative within ten (10) days of receipt of said demand for arbitration and must give notice of its decision to the other party within same period of time.

10.4 The two representatives so appointed to the arbitration panel shall select a third member of their panel as provided in paragraph 10.2 above.

10.5 The claim, dispute or other matter shall be submitted to the full arbitration panel after appointment of the third member and the panel shall render its decision within thirty (30) days from the close of the hearing.

10.6 All costs of the arbitration shall be borne equally by both parties.

10.7 The decision of the arbitrators shall be final and conclusive between both parties.

ARTICLE 11- INDEMNITY

11.1 The COUNTY agrees to indemnify and hold harmless the TOWN from any and all liability, loss or damage that the TOWN may suffer as a result of claims, demands, costs or judgments against it arising out of the SHERIFF's performance or failure to perform any of the obligations set forth in this contract. The COUNTY further agrees to defend any claims brought or actions filed against the TOWN with respect to the SHERIFF's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

11.2 The TOWN agrees to indemnify and hold harmless the COUNTY and SHERIFF from any and all liability, loss or damage that the COUNTY and SHERIFF may suffer as a result of claims, demands, costs or judgments against it arising out of the TOWN's performance or failure to perform any of the obligations set forth in this contract. The TOWN further agrees to defend any claims brought or actions filed against the COUNTY and SHERIFF with respect to the TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

11.3 Neither the TOWN, COUNTY or SHERIFF waive any defenses the parties may have under the Maine Tort Claims Act.

ARTICLE 12- TERM

12.1 This Contract shall remain in full force and effect commencing April, 2020, and ending March 31, 2021, all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

12.2 The terms and conditions of this Contract are contingent upon the approval of the elected Sheriff and the Chairman of the Cumberland County Commissioners.

12.3 In the absence of a notice of termination in accordance with Article 13, this Contract shall automatically renew annually subject to the budget proposal by the SHERIFF and subsequent appropriation of the funds required and approval by the TOWN.

ARTICLE 13- TERMINATION

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

ARTICLE 14- EXTENSION

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

ARTICLE 15-TRANSITION

15.1 In the event of the termination or expiration of this Contract, the SHERIFF and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the Sheriff's Office to another law enforcement agency, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.

15.2 In the event of termination or upon expiration of this Contract, the TOWN shall have the option to purchase from the COUNTY and SHERIFF any equipment, fixtures, and furnishings furnished by the COUNTY and SHERIFF to perform the services provided under this Contract. The purchase price shall be determined by mutual Contract of the parties as to the fair-market value of such equipment, fixtures, and furnishings.

ARTICLE 16-AUTHORITY TO EXECUTE AND ENFORCE

16.1 The Chairperson of the Cumberland County Commissioners, by his/her execution hereof, does hereby represent to the TOWN that he/she has full power and authority to make and execute this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.

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

16.3 The Chairperson of the Town Selectmen, by his/her execution hereof, does represent to the Sheriff and Chairman of the Cumberland County Commissioners that he/she has full power and authority to make and execute this Contract on behalf of the TOWN.

16.4 Nothing herein contained is any way contrary to or in contravention of the TOWN or the laws of the State of Maine.

ARTICLE 17- COMMUNICATIONS

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

ARTICLE 18- ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the TOWN OF HARPSWELL, by order duly adopted by its Town Selectmen has caused this Contract to be signed by the Town Selectmen and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the Chairperson of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said board, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

COUNTY OF CUMBERLAND

BY: _____
CHAIRPERSON
COUNTY COMMISSIONERS

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

COUNTY OF CUMBERLAND

BY:  _____
SHERIFF
KEVIN J. JOYCE

DATE: 08-05-2020

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

TOWN OF HARPSWELL

BY:  _____, Kevin Johnson,
Chair
DATE: 7/23/2020 Harpswell Board
of Selectmen

ATTEST: _____
COUNTY MANAGER/CLERK

DATE: _____

ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

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

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

List of required equipment:

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

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



Kevin Joyce
 Sheriff

Naldo Gagnon
 Chief Deputy
 DRAFT 10/04/2019

HARPSWELL CONTRACT- MARINE PATROL
FROM 4/1/2020 TO 3/31/2021

PERSONNEL COSTS

DEPUTY Welsh	\$28.88	\$60,079.76
DEPUTY McGee	\$27.08	\$56,327.44
2021 COLA 2.5%		\$727.55
TOTAL SALARY		\$117,134.75

COMPENSATION TIME (at overtime)

# Of Days	10	VACATION	Avg	\$41.97	\$3,357.90
	0	HOLIDAYS			\$0.00
	0	PERSONAL			\$0.00
	0	SICK			\$0.00
TOTAL COMP COSTS					\$3,357.90

FRINGE BENEFIT COSTS:

7.65%	SOCIAL SECURITY	\$9,217.69
3.38%	WORKERS COMP	\$4,072.65
10.60%	RETIREMENT	\$6,403.77
	HEALTH INSURANCE	48,347.54
TOTAL FRINGE COSTS		\$68,041.64

OTHER FIXED COSTS

3.0%	CONTRACT SUPERVISION	\$3,614.78
\$ 500.00	VEHICLE INSURANCE	\$1,000.00
\$ 520.00	PROFESSIONAL LIABILITY FOR DEPUTY	\$1,040.00
TOTAL OTHER FIXED COSTS		\$5,654.78

OPERATIONAL COSTS

	UNIFORMS	\$2,200.00
	AIR CARDS FOR COMPUTER- (\$46 per month)	\$1,104.00
	TIRES FOR VEHICLE	\$950.00
4300 \$	2.60 FUEL OIL, GASOLINE	\$11,180.00
	MAINTENANCE VEHICLE	\$3,000.00
	EQUIPMENT/TRAINING	\$2,600.00
TOTAL OPERATIONAL COSTS:		\$21,034.00

CAPITAL COSTS

	NEW VEHICLE	\$0.00
	FIT UP COSTS	\$0.00
TOTAL CAPITAL IMPROVEMENTS:		\$0.00

TOTAL CONTRACT COST FOR THIS PERIOD: \$215,223.06



Staff Report Cumberland County Sheriff's Office



July 22, 2020

Title: Harrison – Patrol Contract (2020-2021)

County Manager's Comments

Background: The annual Harrison Patrol contract is attached. The contract period is from July 1st, 2020-June 30th, 2021; there are no changes to the contract.

Discussion: The contract submitted is, **\$119,422.60**. 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: **\$119,422.60**.

Recommendations: Request Commissioners ratification of the contract and the Chairperson and County Manager; sign the approved Harrison Patrol contract.

Prepared by:


Naldo Gagnon
Chief Deputy

Approved by:


Kevin Joyce
Sheriff

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

HARRISON- PATROL

July 1, 2020 to June 30, 2021

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

This Contract, effective the first day of July 2020, is made by and between Harrison, 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 Harrison, Cumberland County, Maine.

WITNESSETH:

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

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

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

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

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

ARTICLE 1 – DEFINITIONS

1.1 For the purposes of this Contract, the following terms shall have the respective meanings hereinafter set forth:

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

- B. Patrol Unit shall mean one staffed, marked patrol car and all standard equipment as defined by the Cumberland County Sheriff's Office General Orders.
- C. Service shall mean comprehensive law enforcement services provided four days a week on a ten (10) hours per day basis.
- D. Substation shall mean a subsidiary or branch station of the Cumberland County Sheriff's Office.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services

- A. The SHERIFF shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional law enforcement services within and throughout the TOWN to the extent and in the manner herein described.
- B. The SHERIFF shall assign personnel to provide the level of professional law enforcement services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto.
 - 1. The SHERIFF shall provide to the TOWN the equivalent of one (1) full time deputy sheriff, who is a certified law enforcement officer, by the Maine Criminal Justice Academy.
 - 2. All vacant shifts will be filled.
- C. Law enforcement services shall encompass all those duties and functions of the type coming with the jurisdiction of, and customarily provided by, municipal police departments.
- D. While contracted to provide law enforcement services, deputy sheriff will enforce Harrison 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;

1. Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victim Crimes);
 - m. Dive Team;
 - n. Administrative Investigations (Internal Affairs) for the Cumberland County Sheriff's Office;
 - o. Any other such units or services as the Cumberland County Sheriff's Office may provide normally.
- F. All deputies assigned to the TOWN shall remain within the town during regular assigned patrol shifts.
- G. In the event of an emergency response call and/or an exigent circumstance arises; deputies assigned to the TOWN will perform services in a similar way that police departments assist under the Mutual Aid Agreement.
- H. Vehicles, Supplies, Equipment and Office Furniture:
1. The TOWN shall provide marked patrol units. Each marked patrol unit shall prominently display on the exterior the indicia of both the Cumberland County Sheriff's Office and the Town of Harrison. The parties agree that all vehicles purchased and owned by the TOWN and used by said deputies will be marked "Cumberland County Sheriff's Office - Harrison Patrol". All other vehicular markings, decals, bumper stickers, slogans, etc. are expressly prohibited without approval from the TOWN. The TOWN agrees that all equipment used by the deputies will be issued through the SHERIFF's office for assignment. The TOWN agrees that all requests made by the deputies to the TOWN pertaining to equipment, schooling, work schedule, etc. will be referred to the administrators of the SHERIFF's Office for approval.
 2. The SHERIFF agrees to maintain TOWN vehicles per the manufacturer's recommended maintenance schedule.
 3. The COUNTY shall provide the TOWN, 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 TOWN shall remain the property of the TOWN.
 6. Any supplies and office furniture furnished or purchased by COUNTY shall remain the property of COUNTY.
- I. If the TOWN establishes a Police Department in the future, the COUNTY will transfer any equipment and supplies mutually agreed upon by both parties to the TOWN.

2.2 Administrative Responsibilities.

- A. The one (1) deputy sheriff will perform all duties and responsibilities consistent with the Cumberland County Sheriff's Office General Orders, and this Contract under the direction of the SHERIFF.

B. The Chief Deputy or his designee will notify the Town Manager in a timely manner of any major/significant crimes or incidents, unusual occurrences, or emergencies that occur within the TOWN.

C. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to the TOWN every six (6) months by the SHERIFF or designee.

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

Report	Date
○ Schedule for deputies assigned to Harrison	As prepared
○ Monthly categorical summary of calls for service	15th of the following month
○ Monthly summary of moving traffic stops with distinction between warnings and summons	15th of the following month
○ Annual summary of town-owned vehicle maintenance	January 15 th
○ Annual inventory of town-owned equipment (for items exceeding \$250 value)	January 15 th
○ 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 Harrison	Within 15 days of final ratification by all parties

E. As requested by the Town or Town Manager, 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 Harrison or permanent re-assignment of any deputy out of Harrison. "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 HARRISON RESPONSIBILITIES

4.1 Office Space.

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

4.2 Town's Ordinances.

A. The TOWN shall provide to the SHERIFF two (2) copies of the Harrison 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 July 1, 2020 through June 30, 2020, shall be One-hundred nineteen thousand, four-hundred twenty-two dollars and sixty cents (\$116,422.60) (dollar amount of financial consideration for Sheriff's services) spread over a 12-month period for costs incurred by the COUNTY as described in Attachment A of this Contract.

5.2 The TOWN shall make payment in equal installments on a monthly basis. The first installment shall be due [date first payment is due]; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.

5.3 The SHERIFF agrees that the deputy or deputies providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.

5.4 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

ARTICLE 6 – ADDITIONAL PERSONNEL

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

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 8 – AUDIT OF RECORDS

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

ARTICLE 9 - STANDARD OF PERFORMANCE

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

personnel, performance of duties and other personnel matters shall remain exclusively with the SHERIFF.

ARTICLE 10 – ARBITRATION

10.1 In the event of a dispute between parties arising out of, or relating to the parties' rights and obligations under this Contract, it is mandatory that such disputes be submitted to arbitration for resolution. A request for arbitration shall be conclusively evidenced by the delivery of a written demand for arbitration to the opposing party. This demand for arbitration shall be delivered within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made when commencement of legal or equitable proceedings based on such claims, disputes, or other matters in question would be barred by the applicable statute of limitations. A written demand for arbitration shall also set forth the name of the complaining party's representative to the arbitration panel, as defined below. A certified mail receipt shall be evidence of delivery of the demand for arbitration.

10.2 The arbitration panel shall consist of the following members: a representative of the TOWN appointed by the Selectmen, Town Council or other governing body of the TOWN, a representative of the COUNTY appointed by the County Commissioners, and a third member to be selected by the two representatives selected by the respective parties. If the representatives of the parties cannot agree on a third member within ten days of the appointment of the last of them, either one may request the American Arbitration Association to appoint said third member and the selection of the American Arbitration Association shall be binding on both parties.

10.3 Once the party has delivered to the other party a written demand for arbitration, the other party must appoint its representative within ten days of delivery of said demand for arbitration and must give notice of its decision to the other party within same period of time.

10.4 The claim, dispute, or other matter shall be submitted to the full arbitration panel after appointment of the third member. The arbitration shall be conducted pursuant to the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association. The panel shall render its decision within thirty (30) days from the close of the hearing.

10.6 All costs of the arbitration shall be borne equally by both parties.

10.7 The decision of the arbitrators shall be final and binding on both parties.

10.8 Disputes arising under the Indemnification Article 11 are excluded from this Arbitration provision.

ARTICLE 11 - INDEMNITY

11.1 The COUNTY agrees to indemnify and hold harmless the TOWN from any and all liability, loss, or damage that the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising out of the SHERIFF's performance or failure to perform any of the obligations set forth in this Contract. The COUNTY further agrees to defend any claims brought or actions filed against the TOWN with respect to the SHERIFF's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

11.2 The TOWN agrees to indemnify and hold harmless the COUNTY and SHERIFF from any and all liability, loss or damage that the COUNTY and SHERIFF may suffer as a result of claims, demands, costs, or judgments against it arising out of the TOWN's performance or failure to perform any of the obligations set forth in this Contract. The TOWN further agrees to defend any claims brought or actions filed against the COUNTY and SHERIFF with respect to the TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

11.3 Neither the TOWN, COUNTY, nor SHERIFF waive any defenses the parties may have under the Maine Tort Claims Act.

ARTICLE 12 – TERM

12.1 This Contract shall remain in full force and effect commencing [inclusive effective dates of contract] all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

12.2 The terms and conditions of this Contract are contingent upon the approval of the elected Sheriff and the Chairman of the Cumberland County Commissioners.

12.3 In the absence of a notice of termination in accordance with Article 13, this Contract shall automatically renew annually subject to the budget proposal by the SHERIFF and subsequent approval by the TOWN.

ARTICLE 13 – TERMINATION

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

ARTICLE 14 - EXTENSION

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

ARTICLE 15 – TRANSITION

15.1 In the event of the termination or expiration of this Contract, the SHERIFF and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the Sheriff's Office to another law enforcement agency, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.

15.2 In the event of termination or upon expiration of this Contract, the TOWN shall have the option to purchase from the COUNTY and SHERIFF any equipment, fixtures, and furnishings furnished by the COUNTY and SHERIFF to perform the services provided under this Contract. The purchase price shall be determined by mutual Contract of the parties as to the fair-market value of such equipment, fixtures, and furnishings.

ARTICLE 16 – AUTHORITY TO EXECUTE AND ENFORCE

16.1 The Chairperson of the Cumberland County Commissioners, by his/her execution hereof, does hereby represent to the TOWN that he/she has full power and authority to make and execute this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.

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

16.3 The Chairperson of the Board of Selectmen or Town Council, by his/her execution hereof, does represent to the Sheriff and Chairman of the Cumberland County Commissioners that he/she has full power and authority to make and execute this Contract on behalf of the TOWN.

16.4 Nothing herein contained is any way contrary to or in contravention of the TOWN or the laws of the State of Maine.

ARTICLE 17 – COMMUNICATIONS

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

ARTICLE 18 – ENTIRE AGREEMENT

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

ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

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

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

List of required equipment:

- All emergency lighting, siren and related equipment
- Interior protective cage/screens
- Laptop computer and stand
- Scanner
- Printer
- Emergency radios (Mobile and Portable)
- Push bumper/ guard
- Radar
- AR-15 Rifle
- 12-gauge Shotgun
- Rifle and shotgun securing mounts
- First aid kit
- Dash camera (optional)
- Pursuit Spike Mat
- Self-inflating life vest
- Any equipment that may be outdated or damaged

IN WITNESS WHEREOF, the TOWN OF HARRISON, by order duly adopted by its Board of Selectmen or Town Council has caused this Contract to be signed by the Board of Selectmen or Town Council and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the Chairperson of said Board or Council and the seal of said Board or Council to be affixed thereto and attested by the Clerk of said Board or Council, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY: _____
CHAIRPERSON
COUNTY COMMISSIONERS

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY:  _____
SHERIFF
KEVIN J. JOYCE

DATE: 07-22-2020

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: TOWN OF HARRISON

BY:  _____
Town Manager

DATE: 7/22/2020

ATTEST: _____
COUNTY MANAGER/CLERK

DATE: _____



CUMBERLAND COUNTY SHERIFF'S OFFICE

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

36 county way, Portland, Maine 04102

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

Staff Report

Title: 2021 Ford Police Interceptor Utility AWD Bid

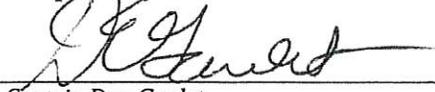
Background: RFP's were sent out in July 2020 for the Ford Police Interceptor Utility AWD. Only one (1) bid was received for the 2021 Model, Quirk Auto Group: \$32,867.00.

Discussion: The vehicle is being purchased to replace one on the Jail vehicles.

Fiscal Impact: Vehicles to be purchased from 11.106.07.7345.

Recommendations: Recommend approval for purchase of one (1) Ford Police Interceptor AWD from Quirk Auto Group (lowest/only bid), total cost \$32,867.00 from account, 11.106.07.7345.

Prepared by:



Captain Don Goulet

Approved by:



Sheriff Kevin J. Joyce



#442 - JAIL

VENDOR PRICING DATA SHEET

The following information is a requirement to be completed by the vendor.

Item Description	2021 FORD INTERCEPTOR AWD UTILITY
Cost	\$ 32,867.00
Company Name	Quest Ford of Augusta
Company Address	7 WATER STREET Hallowell, Me. 04347
Contact Person	LEO CHICOINE
Email	lchicoine@QuestFord.com
Telephone	430-1621 Desk
Delivery Time (after receipt of order)	14-16 weeks.
Shipping Charges (if applicable)	N/C.
Payment Terms	Net

Note: Insert or attach any additional information that the vendor may deem appropriate in response to this RFP



QUIRK AUTO GROUP

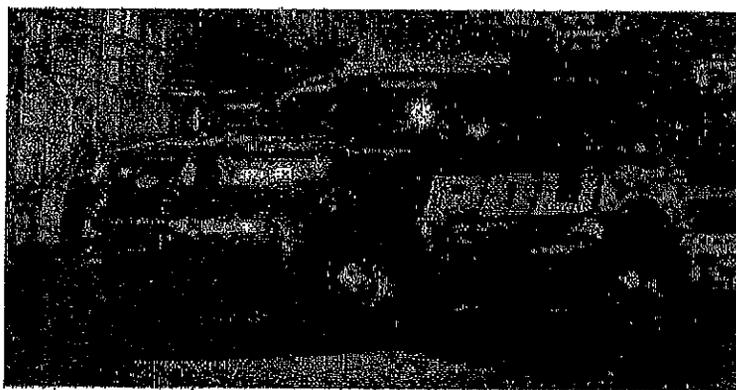
LEO CHICQINE | 207-430-1621

CUMBERLAND COUNTY SHERIFF BID

Prepared For: ALEX KIMBALL

2076991988

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD





Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (▲ Incomplete)

Window Sticker

SUMMARY

[Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD

MSRP: \$40,630.00

Interior: No color has been selected.

Exterior 1: Agate Black

Exterior 2: No color has been selected.

Engine: 3.3L V6 Direct-Injection (FFV)

Transmission: 10-Speed Automatic (44U)

OPTIONS

CODE	MODEL	MSRP
K8A	[Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD	\$40,630.00
	OPTIONS	
153	Front License Plate Bracket	\$0.00
16C	1st & 2nd Row Carpet Floor Covering Inc.	
17T	Switchable Red/White Lighting in Cargo Area	\$50.00
44U	Transmission: 10-Speed Automatic (44U)	\$0.00
47A	Police Engine Idle Feature	\$260.00
500A	Order Code 500A	\$0.00
52T	(DISCONTINUED) Class III Trailer Tow Lighting Package <i>540</i>	\$80.00
549	Heated Sideview Mirrors	\$60.00
65F	Remote Keyless Entry Key Fob w/o Key Pad	\$340.00
59E	Keyed Alike - 1435x	\$60.00
65L	18" 5-Spoke Full Face Wheel Covers w/Metal Clips	\$60.00
65U	Interior Upgrade Package	\$390.00
87R	Rear View Camera	\$0.00
92R	2nd Row Only Solar Tint Glass	\$85.00
99B	Engine: 3.3L V6 Direct-Injection (FFV)	(\$3,530.00)
UM	Agate Black	\$0.00
	3.73 Axle Ratio	\$0.00
SUBTOTAL		\$38,475.00

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Data Version: 11618, Data Updated: Aug 11, 2020 10:28:00 PM PDT.



QUIRK AUTO GROUP
LEO CHICOINE | 207-430-1621

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (⚠ Incomplete)

Adjustments Total	\$0.00
Destination Charge	\$1,245.00
TOTAL PRICE	\$39,720.00

FUEL ECONOMY

Est City:N/A
Est Highway:N/A
Est Highway Cruising Range:N/A

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Data Version: 11619. Data Updated: Aug 11, 2020 10:29:00 PM PDT.



Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (⚠ Incomplete)

Weight Ratings

WEIGHT RATINGS	
Front Gross Axle Weight Rating:	N/A
Rear Gross Axle Weight Rating:	N/A
Gross Vehicle Weight Rating:	6465.00 lbs

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Data Version: 11619. Data Updated: Aug 11, 2020 10:29:00 PM PDT.



Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (Incomplete)

Technical Specifications

Powertrain

Transmission

Drivetrain	All Wheel	Trans Order Code	44U
Trans Type	10	Trans Description Cont.	Automatic w/OD
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.70
Second Gear Ratio (:1)	2.98	Thlrd Gear Ratio (:1)	2.15
Fourth Gear Ratio (:1)	1.77	Fifth Gear Ratio (:1)	1.62
Sixth Gear Ratio (:1)	1.27	Reverse Ratio (:1)	4.87
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	None
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	No	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.86	Ninth Gear Ratio (:1)	N/A
Tenth Gear Ratio (:1)	N/A		

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A		

Engine

Engine Order Code	99B	Engine Type	Regular Unleaded V-6
Displacement	3.3 L/204	Fuel System	Gasoline Direct Injection
SAE Net Horsepower @ RPM	285 @ 6500	SAE Net Torque @ RPM	260 @ 4000
Engine Oil Cooler	Regular Duty		

Electrical

Cold Cranking Amps @ 0° F (Primary)	730	Cold Cranking Amps @ 0° F (2nd)	730
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	250

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QUIRK AUTO GROUP
LEO CHICOINE | 207-430-1621

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (⚠ Incomplete)



Cooling System

Total Cooling System Capacity N/A

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Data Version: 11616. Data Updated: Aug 11, 2020 10:20:00 PM PDT.

Maine
Cumberland **County**

CUMBERLAND COUNTY COMMISSIONERS

POSITION PAPER OF THE COUNTY MANAGER

Date: September 14, 2020

Subject: City of Portland Request – Homeless at Cross Insurance Arena

The City of Portland has requested the County Commissioners consider providing a temporary day space and services as well as the eventual overnight emergency shelter space for individuals who are experiencing homelessness in their community. Their request is for use of the Cross Insurance Arena. Please see the attached letter from the City of Portland.

Currently, the City is offering this service at the Expo. The City of Portland has a contractual obligation to the Maine Red Claws for use of the Expo. This is requiring the City to explore alternative locations to deliver this service.

At their August 19, 2020 meeting, the Cross Insurance Arena Board of Trustees took up the City of Portland's request. After thoughtful consideration, the Board of Trustees, on a 6-0 vote, has forwarded a negative recommendation on Portland's request. Attached is a letter from the Chairman of the Board of Trustees presenting their recommendation.


County Manager



August 25, 2020

Cumberland County Board of Commissioners
142 Federal Street
Portland, ME 04101

Dear Chairman Coward and the Board of Commissioners of Cumberland County;

The Cross Insurance Arena Board of Trustees held a discussion at our public meeting on Wednesday, August 19 wherein we discussed a request from the City of Portland to repurpose the Cross Insurance Arena as a temporary shelter for people in the region who are experiencing homelessness.

Our community is facing a collection of unprecedented challenges, and the Cross Insurance Arena is willing to help shepherd our constituents through these uncertain times whenever feasible. For example, the Arena - through extensive negotiations involving County staff, the Maine Emergency Management Agency, the State Department of Health and Human Services and area hospitals - has been established as an emergency Alternative Care Site should the ongoing COVID-19 pandemic force hospitals beyond their capacity. The facility has also been offered to host memorial services for public servants who died in the line of duty - including, tragically, two such events in short succession in 2019. We consider the Arena to be the public's property; and recognize that in times of crisis, a facility like ours can be put to creative use in order to solve problems and serve the common good.

In that tradition, the Board of Trustees approached the request from the City with open minds and gave it thorough consideration - but we have determined that for a host of reasons, the Cross Insurance Arena should not be used as a temporary shelter.

First: the Arena's complex layout is not conducive to sheltering people experiencing homelessness. The building is designed primarily to move patrons about in the concourse and seats surrounding the main floor. On the ice deck, where such a site would operate, there is access to countless dark corners and passageways. The restrooms and showers are located underneath the risers, providing several opportunities to divert from those areas to other parts of the building that are unmonitored and potentially unsafe. In order to monitor guests and maintain a safe and functional pattern of travel to restrooms and showers, it would require a significant modification of the facility's infrastructure to close off most of the building and a large staff.

Second: the facility's insurance policy does not cover the Arena's use for this function. Especially considering the safety and security challenges outlined above, there would be added risk of liability to County taxpayers should the building sustain damage - or worse, should a guest be injured.

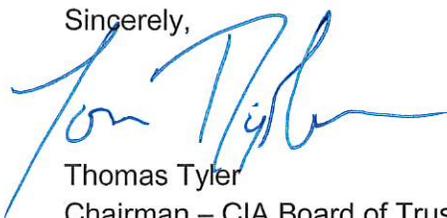
Third: opening the facility as a shelter would conflict with existing contractual commitments. As mentioned above, the Arena is under contract with area hospitals to serve as an Alternative Care Site, in the event that the COVID-19 pandemic forces area hospitals beyond their capacity. As we have seen in states across the country, this can happen alarmingly fast; and the transition of the Arena into a working hospital would be complicated enough with the building currently standing empty. The Arena is also under contract with the Maine Mariners, and their preseason training is scheduled to begin in late fall.

Considering all of the hurdles laid out above, the Board of Trustees must recommend that the County Commissioners respond to the City of Portland that the Arena is not a viable site for sheltering people experiencing homelessness, and other venues should be considered. We support ongoing efforts to activate sites that already exist in the city and were designed to provide these critical services.

We fully recognize the series of enormous challenges facing Portland, and we commend the city for responding to them with compassion and grace. We want to remain willing partners in solving the region's problems. As such, we're also recommending that the Commissioners instruct the County Manager to work with the City in order to make the Arena available as a host for Maine Red Claws basketball games this fall, if such a service is desired.

Thank you for your attention to this matter, and for your service to the people of Cumberland County.

Sincerely,



Thomas Tyler
Chairman – CIA Board of Trustees



CITY OF PORTLAND
Executive Department
Jon P. Jennings, City Manager

August 14, 2020

Mr. James Gailey, County Manager
Cumberland County
142 Federal St.
Portland, ME 04101
Via email gailey@cumberlandcounty.org

Dear Jim,

I write to follow up on the phone conversation we had on July 31, in which I inquired about the availability and use of the Cross Insurance Arena for the purpose of providing temporary day space and services as well as overnight emergency shelter space for persons experiencing homelessness in our community. I know you said you would need to discuss this matter with the County Commissioners. I'm hoping you can inform me of when this discussion will take place so I can report back to the Mayor and City Council.

As you know, in light of the pandemic, some existing resources are no longer available, and there are a lack of other available options. Additionally, our ability to continue using the Portland Expo runs out at the end of September given our commitment with the Red Claws basketball team.

I thank you in advance for your assistance with this matter, and please extend my thanks to the County Commissioners for considering this request.

Sincerely,

Jon P. Jennings,
City Manager

Maine
Cumberland County

CUMBERLAND COUNTY COMMISSIONERS

INFORMATIONAL REPORT - STAFF UPDATE

From: Kristin Styles, Community Development Director

Date: September 8, 2020

Subject: 2020 HOME Affordable Housing Project

All communities in Cumberland County, including Portland and Brunswick, participate in the City of Portland/Cumberland County HOME Consortium. The HOME consortium funds are divided between the City of Portland and the rest of Cumberland County. In April of 2020, the Cumberland County Commissioners approved the HOME budget of \$432,611 for the construction of new affordable housing in Cumberland County.

The Community Development Office released the HOME Application in June of 2020. This year we received two applications:

Harrison Ridge – Bridgton

48-units of senior affordable housing. The project is by Developers Collaborative. This project consists of 48 one bedroom units, two community rooms, outdoor space, and rooms for a resident coordinator and office manager. Requested \$350,000 – Award \$155,000

After reviewing the Sources and Uses, Development Budget, and Pro forma for Harrison Ridge, it was determined that awarding the full request would over subsidize the project; which is not allowed under HOME regulations. We calculated an award of \$155,000 in HOME funds, would allow Developers Collaborative to maximize their points in the Maine Housing 2020 QAP, while not over subsidizing the project.

Meadowview II- Gray

27 units of senior affordable housing. The project is by Avesta Housing. The project consists of 27 one-bedroom units, a large community room, porch, and outdoor garden. The amenities will be available to residences of Meadowview I (which already exists) and Meadowview II. Requested \$132,611 – Award \$132,611

After both awards, a total of \$200,000 remains for future affordable housing projects. Unlike CDBG, our office accepts HOME applications on a rolling bases until all funds are exhausted.

The following pages include a project summary and renderings from both Harrison Ridge and Meadowview II.

Harrison Ridge Senior Housing Developer's Collaborative

A. Project Summary

Harrison Ridge Senior Housing, located at 15 Harrison Road in Bridgton, will provide new construction of forty-eight one-bedroom units of affordable rental housing to 55+ households earning 60% of area median income (AMI) or less. Twenty-nine units will be rented to households earning 50% AMI or less and nineteen units will be rented to households earning 60% AMI or less. The building will include two community rooms, broadband internet access, a laundry room, and an office for the property manager and resident service coordinator. Harrison Ridge will have a written occupancy policy that prohibits smoking in the units and the interior common areas of the project in addition to a non-smoking clause in the lease for every household and will make educational materials on tobacco treatment programs available to residents through the Residence Service Coordinator. The development will provide twelve additional accessible units above the required minimum of six (for a total of eighteen accessible units) and will meet the accessibility requirements of the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, and the Maine Human Rights Act for multi-family housing. Harrison Ridge will also meet or exceed the current MaineHousing energy construction standards.

Unit design consists of an open floor plan and elements of universal design such as single floor living, uniform flooring (no transitions from room to room), low threshold showers, larger bathrooms, and low maintenance, easy to clean surfaces. Units will all have one bedroom, which provides enough space for seniors without the higher rent of a two bedroom unit.

The exterior of the building will be a mix of clapboard and shingles in keeping with a traditional New England architectural style. Dormers on the top floor bring in natural light while maximizing the efficiency of a building envelope that is consistent with neighborhood design. There will be 6 parking spaces, six of which will be initially striped as accessible with the option of striping an additional twelve spaces as accessible. The back of the lot contains several existing wetlands that would not be disturbed by this development. Our proposed landscaping plan contains a variety of native species that will fit in well with this site, and will be both visually interesting and low maintenance.

The community room located at the northern end of the building will connect to an outdoor terrace with shared garden beds. In addition to the accessible sidewalk connecting to Harrison Road, the site will also include a pedestrian path that connects to Crockett Street to provide a slightly shorter route to downtown Bridgton. The entrance to Harrison Ridge is approximately 0.1 mi from the intersection of Main Street and Harrison Road. The site is located in both the Downtown Village Business District II and the Rural Neighborhood District, both of which allow multifamily housing.

Bridgton's town center includes activities important to daily living such as Food City, Rite Aid, Norway Savings Bank, the Bridgton Public Library, and Bridgton Hospital as well as social and recreational activities such as the Bridgton Community Center and Pondicherry Park. Additionally, the Lakes Region Explorer provides Monday through Friday bus service along

Route 302 between Bridgton and Portland, an important connection between Bridgton's beautiful natural setting and historic small-town character and the additional jobs and services found in Portland.

Bridgton is currently undertaking a sewer extension project, which was recommended in Bridgton's Comprehensive Plan as "an important tool to encourage desired development as well as having a critical role in the protection of Bridgton's water resources that are so important to the future of our town and its citizens." This investment in its infrastructure was critical to the feasibility of developing this affordable senior housing near Bridgton's downtown in a designated growth area.

Photographs of the site and area are included as Attachment A1, conceptual architectural and site plans are included as Attachment B3, and a map showing the location of the site is included as Attachment B5.

The Bridgton Planning Board will hold a Public Hearing on the proposed senior housing project at 15 Harrison Road at its July 7, 2020 meeting. A letter from Brenda Day, the Code Enforcement Officer, outlining the steps needed for local approvals is included as Attachment A2. This project will also require a MDEP Stormwater Permit and will be required to meet MDEP Chapter 500 Basic, General, and Phosphorus Standards. We have a pre-application meeting scheduled with MDEP staff on June 24, 2020.

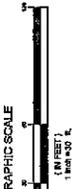
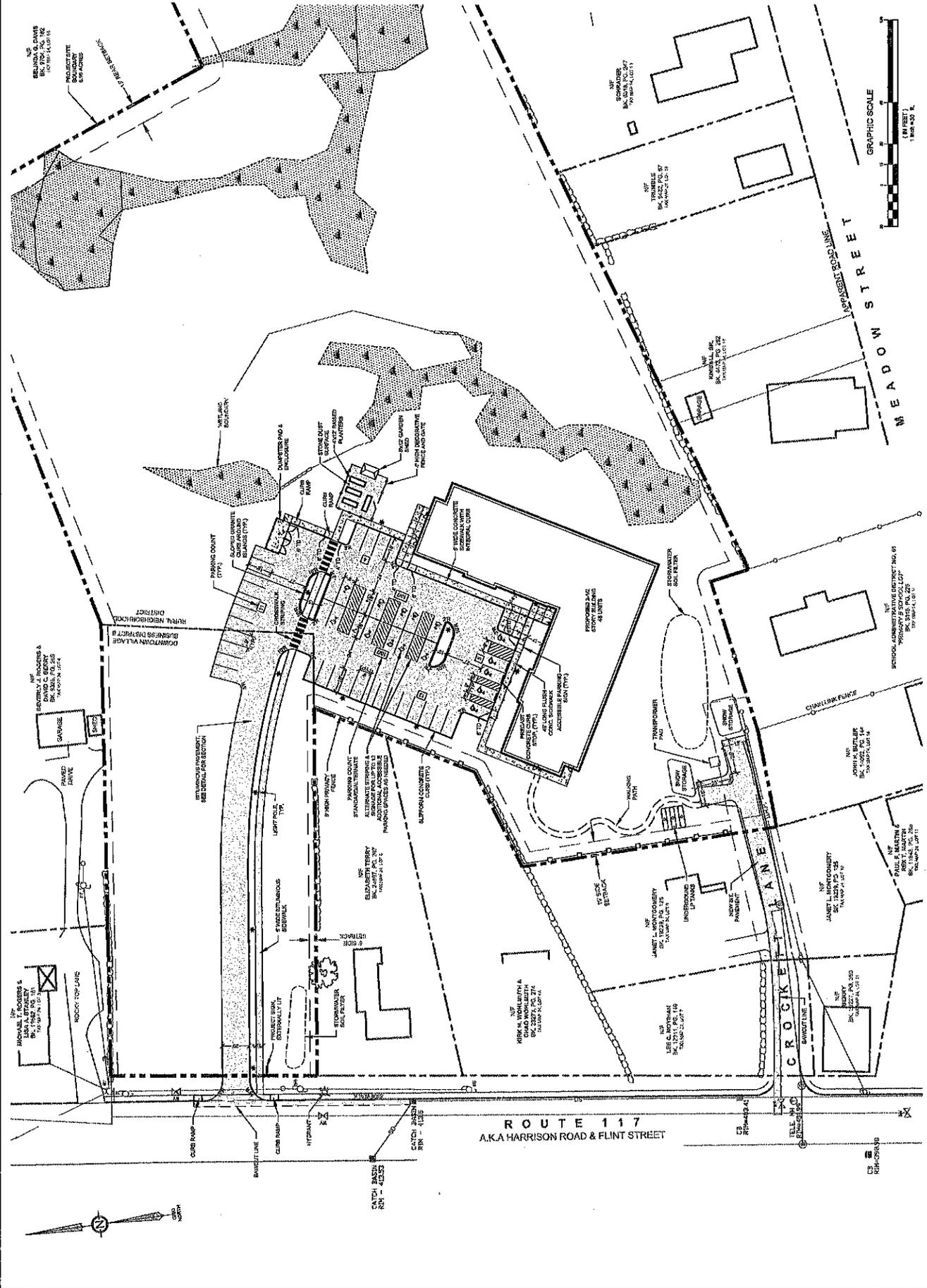
This project will apply for the 9% round of Low Income Housing Tax Credits in September 2020. If successful, the project could start construction around June 2021 and complete construction around June 2022.

NO.	DATE	REVISIONS
1	4-4-2009	ISSUED TO PLANNING BOARD FOR PRE-APPROVAL REVIEW
2	5-21-2009	REMOVED PER PLANNING BOARD FEEDBACK
3	9-24-2009	SUBMITTED TO PLANNING BOARD FOR PRE-APPROVAL REVIEW

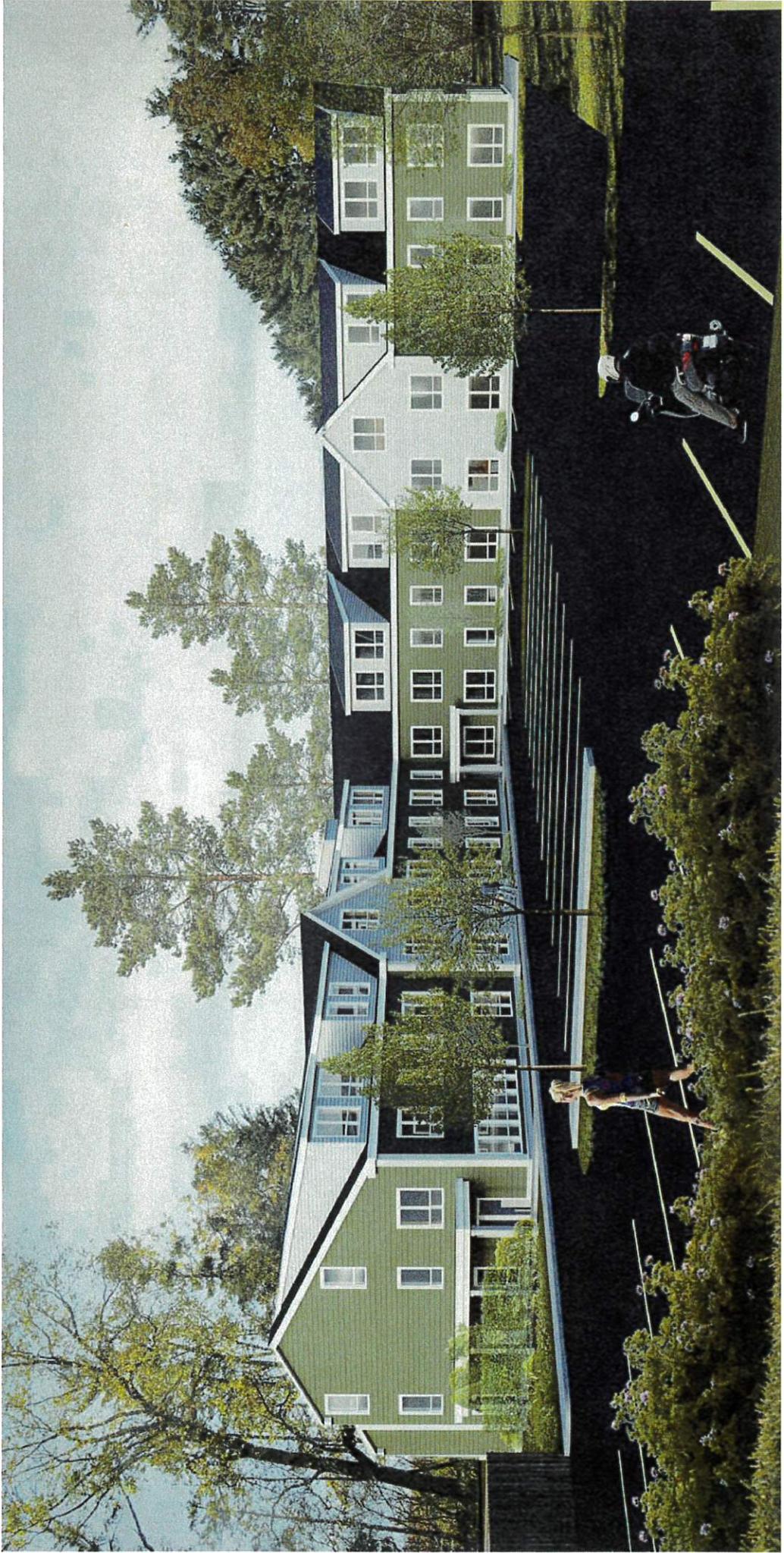
FERRADY CONSULTANTS, LLC
 OFFICE: (207) 826-8111 FAX: (207) 221-1312
 NEW GLoucester, ME 04260
 PORTLAND, ME 04102
 665 CONGRESS STREET
 SUITE 201

PROJECT: HARRISON ROAD HOUSING DEVELOPERS COLLABORATIVE
 CLIENT: 14 HARRISON ROAD
 100 COMMERCIAL STREET, SUITE 414
 PORTLAND, MAINE 04101

SHEET TITLE: SITE LAYOUT PLAN
 DATE: 4/20/09
 SCALE: 1" = 30'
 DRAWN BY: JLD
 CHECKED BY: JLD
 DATE: 4/20/09
 SHEET NO.: 2009-03-003
 SHEET: C-3.0









Cumberland County HOME Consortium: 2020 HOME Application
Avesta Meadowview II | A – Project Summary
August 20, 2020

Meadowview II will create 27 senior homes in rural Gray, Maine. This project represents an opportunity to expand and transform an isolated elderly housing complex into a vibrant senior community. The proposed development site is located on a parcel that currently supports 20-units of existing affordable housing for seniors (“Meadowview I”). Meadowview I is a USDA Rural Development assisted housing owned by Gray Senior Housing; Avesta Housing Management Corporation (“AHMC”) acts as the site manager. Gray Senior Housing approached AHMC to expand this affordable housing community by adding new units and additional amenities. Our plan would address both the macroeconomic need of affordable housing in greater Cumberland County and the needs of the existing residents for more community space and activity. The Cumberland County HOME Consortium can facilitate the creation of these 27 homes for less than \$5,000 per unit.

The development will be located at 16 Hancock Street in Gray, Maine. It covers two parcels on the City’s tax maps: Map 44, Lot 405-43 and Map 43, Lot 405-39. Avesta has a purchase and sale agreement with Lloyd Dunn for Lot 405-43 and an option agreement with Gray Senior Housing for Lot 405-39. The two parcels will ultimately be combined into a land condo structure and be comprised of both the existing 20-units (Meadowview I) and the new 27-unit project. The new Meadowview II development would be physically constructed on Lot 405-39 since this site is significantly underutilized with a large portion of the land laying vacant. The soil composition and terrain make the remaining vacant land on the site ideal for multifamily development. The land that will be purchased from Lloyd Dunn is not suitable for residential or commercial development due to existing soil conditions, wetlands, and environmental conditions. However, the Dunn land is necessary for compliance with the Town of Gray’s zoning ordinance.

The proposed new construction will be 27 affordable rental units, all one-bedroom, in a two-story elevator building. The building would maintain the existing elderly demographic of the campus by remaining set aside for households 55+. While the existing 20-units of affordable housing are restricted to a 62+ population, by USDA Rural Development, both populations would be senior. We believe that the addition of the new housing with a large community room, porch, and community garden will foster a sense of community through extensive social interaction. The garden, community building, and porch will be open to residents of both properties and the shared use of these amenities should inspire a sense of community and create a campus feel.

The twenty-seven homes at Avesta Meadowview II will have broad income targeting and promote economic diversity and integration in the neighborhood. Of the total of 27 apartments, all will be affordable to families at or below 60% of area median income (“AMI”). Of the 27 units, a further 17 will be restricted to households at or below 50% AMI. Average household income in this census tract is 93.87% AMI, so these low-income units will encourage economic diversity in the neighborhood. All units

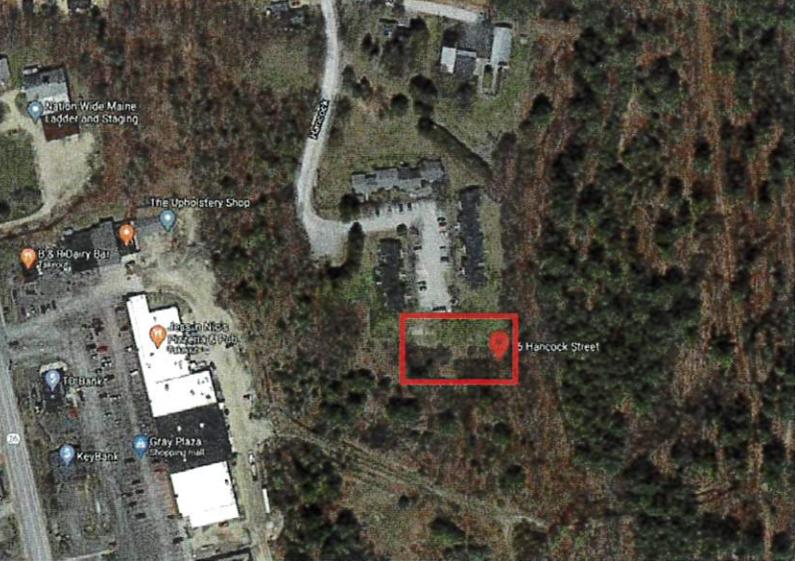
will have the same design features and characteristics and the same access to building amenities, thus promoting economic integration and destigmatizing affordable housing.

In a more macroeconomic sense, the new building will be situated in an ideal location for access to both public services and an existing senior community. It will have access to demand-response transportation from our partners at the Regional Transportation Program (“RTP”) and is located a 20-minute drive via I-95 from the City of Portland. Current residents of Meadowview I already benefit from on-site property management and resident services. The new tenants would also benefit from these existing services and our partnership with RTP would bring demand response transportation to the campus. In addition, our partnership with Avesta’s Homeownership Center, Senscio Systems Inc., and the Opportunity Alliance would bring financing planning and healthcare services to existing and new residents. We believe that the addition of the communal amenities

Meadowview II apartments will also feature high quality, environmentally sustainable design. Avesta has design/building standards that ensure our baseline building envelopes and mechanical systems exceed minimum building code requirements and minimize the environmental footprint of our developments. In line with these organizational initiatives, the building will incorporate a range of features to promote and support sustainability, energy efficiency, and indoor air quality. Systems and features will include but are not limited to energy efficient heating systems, boilers, furnaces, water conserving features, energy star appliances, LED or Energy Star qualified lighting and fresh air ventilation.

In addition to these sustainable elements and features, we will incorporate design features that meet the needs of residents with various mobility needs. Avesta has partnered with JSA Inc., an architectural firm at the forefront of age-related design. JSA’s Todd Hanson, FAIA frequently presents the latest in age-related design at international conferences. Last fall, Todd spoke at the biennial Global Ageing Conference in Toronto. Consultation with JSA has therefore informed the Meadowview II design. All 27 units are accessible units, a count which far exceeds the applicable Federal and State requirements. Each unit will feature a shower capable of accommodating a shower seat. Vertical and horizontal grab bars will also be installed around the toilet and shower. The units have also been designed with some adjustable features that will allow for wheelchair and walker access in tacit acknowledgement that an elderly tenant’s strength and walking ability may decline with age. The units will also feature a number of additional miscellaneous senior features including but not limited to: brighter finishes, levers instead of knobs, accessible locks, pull out drawers in lower cabinets, etc. High quality, safe and healthy affordable housing is Avesta’s core priority and will inform every step of the design process for Valley Street Apartments.

Aerial view of site

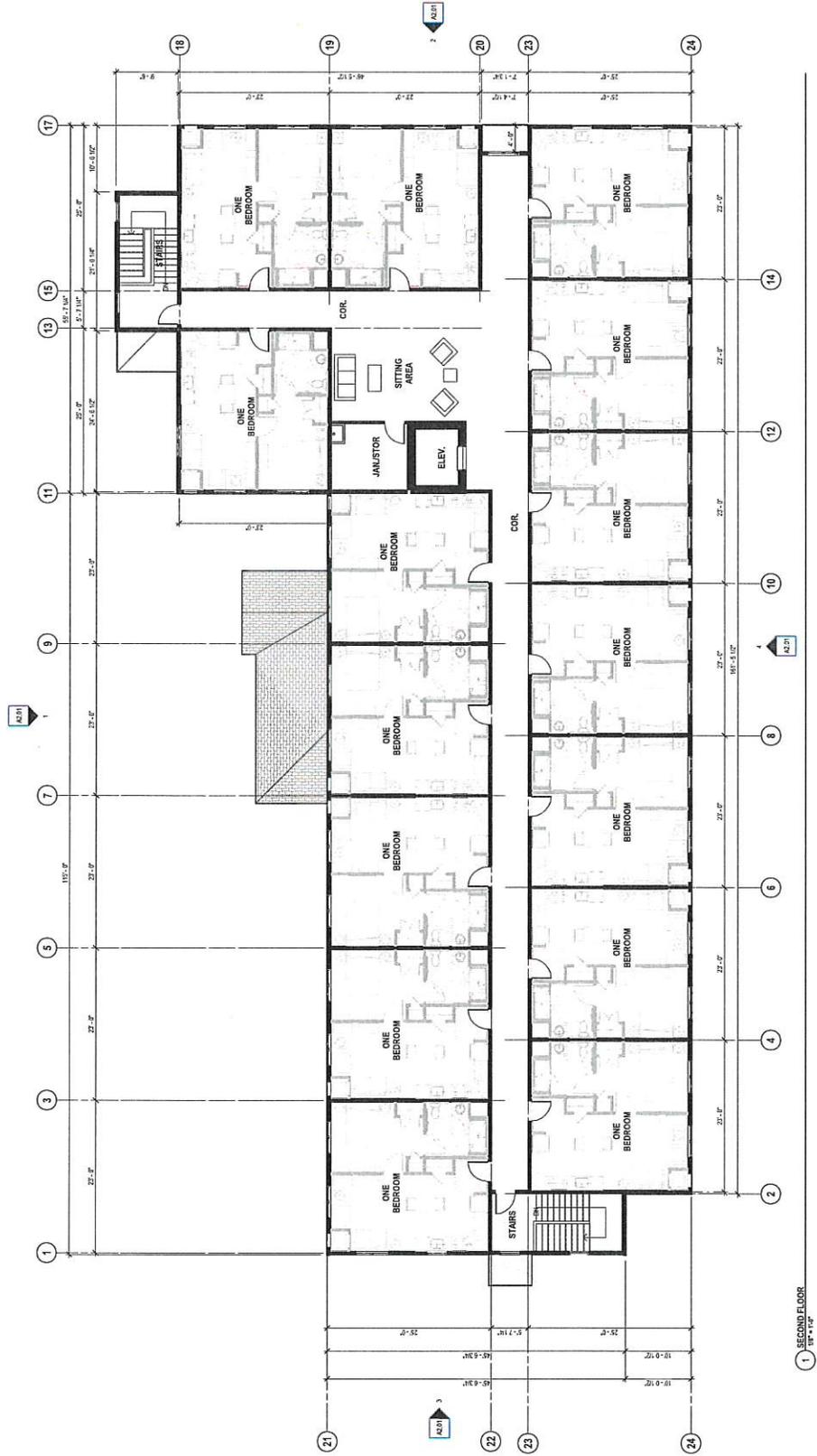


AVESTA MEADOWVIEW

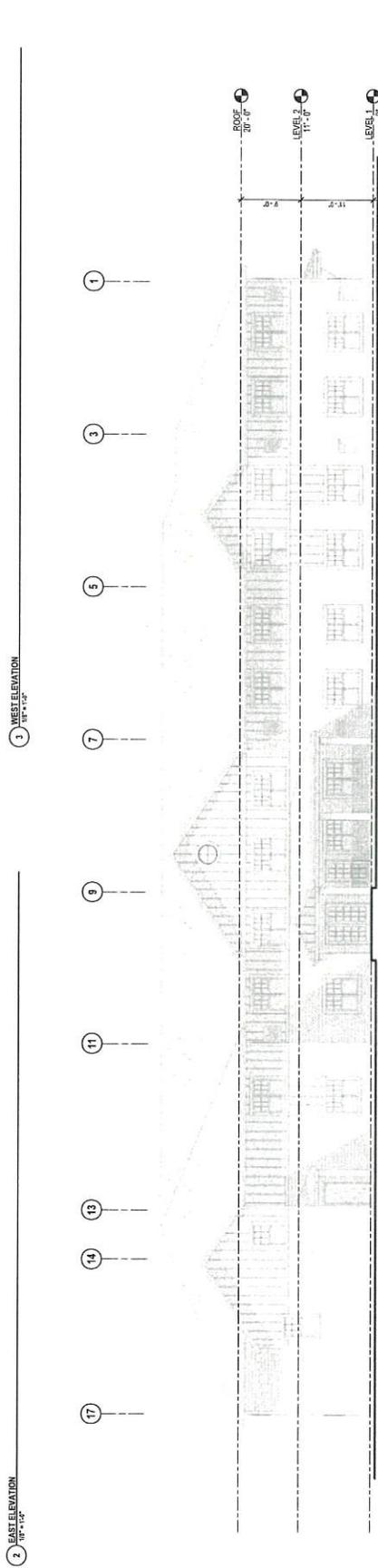
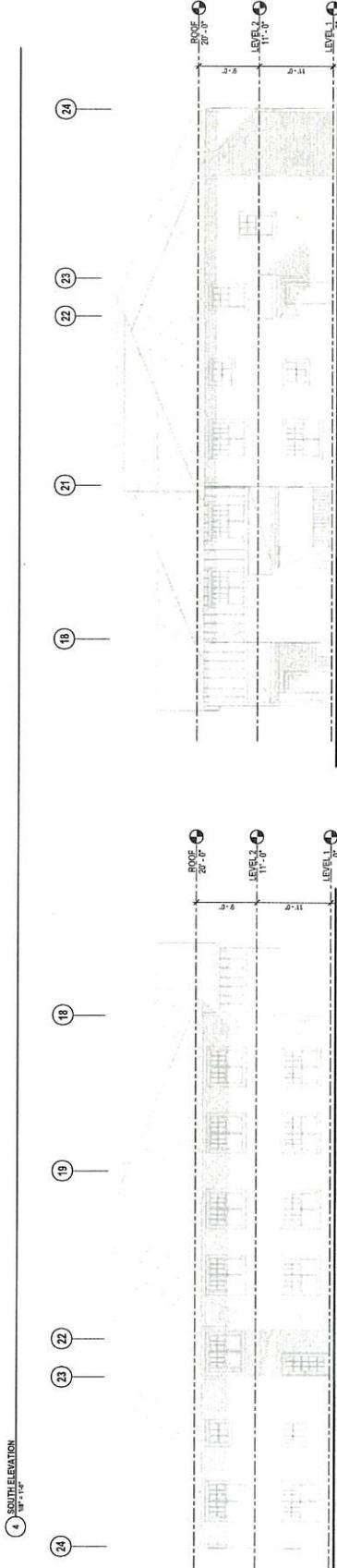
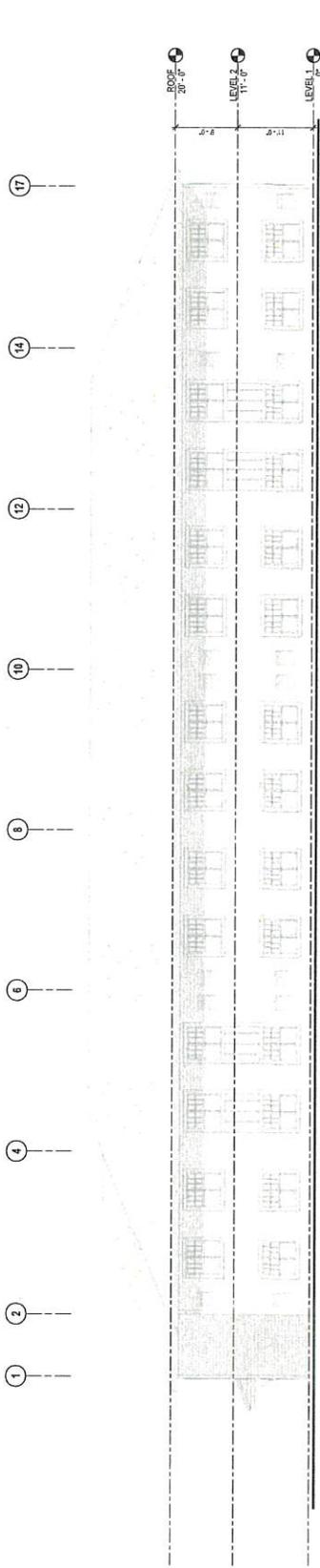


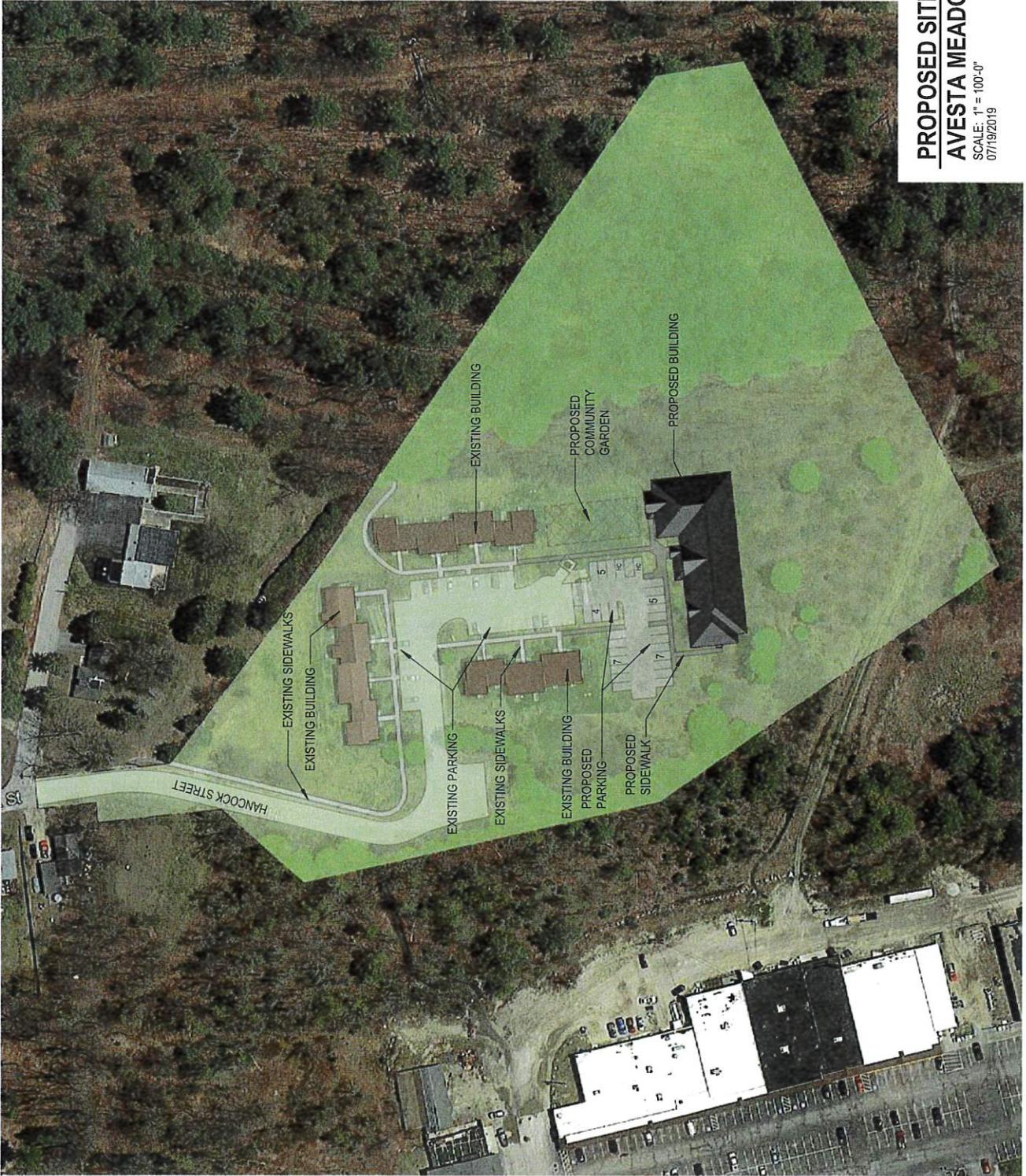
08/23/2019

NO.	DESCRIPTION	DATE



1 SECOND FLOOR
 187'-4 1/2"





HANCOCK STREET

EXISTING BUILDING

EXISTING SIDEWALKS

EXISTING PARKING

EXISTING SIDEWALKS

EXISTING BUILDING

PROPOSED PARKING

PROPOSED SIDEWALK

EXISTING BUILDING

PROPOSED COMMUNITY GARDEN

PROPOSED BUILDING



PROPOSED SITE PLAN
AVESTA MEADOWVIEW

SCALE: 1" = 100'-0"
07/19/2019

Maine
Cumberland **County**

**CUMBERLAND COUNTY COMMISSIONERS
STAFF REPORT**

From: Kristin Styles, Community Development Director
Date: September 8, 2020
Subject: 2019 Year End Report for HUD

By September 28th of each year the Cumberland County Community Development Office must submit a Consolidated Annual Performance Evaluation Report (CAPER) to HUD. The CAPER details the expenditure of HUD funds and accomplishments achieved during the past program year (July 1, 2019– June 30, 2020).

During the 2019 program year we administered the Community Development Block Grant (CDBG) allocation and participated in the City of Portland/Cumberland County HOME Program Consortium. The PY2019 year was a unique year for our program. In April of 2020, HUD allocated \$920,165 in CDBG-CV funds to the County for the prevention, preparation, and response to the Coronavirus. These additional funds came at a traditionally busy time of year for the CDBG program; spring kicks off our public infrastructure construction season, appropriates next year's CDBG allocations, and wraps up the current year's public service programs. The additional funds, along with multiple Covid-19 related changes to our PY2019 programs made for an incredibly busy spring and summer. At one point we were managing 88 projects throughout the Cumberland County Entitlement Jurisdiction.

The Covid-19 restrictions greatly impacted many of our public service and infrastructure programs. On the public services side, funded programs such as financial literacy and English language were no longer able to offer in person classes. Other programs such as the resource navigator and homeless prevention coordinator were no longer able to help clients fill out forms in person. Meanwhile, the number of clients seeking assistance increase dramatically. The Community Development office did everything we could to work with our PY2019 Public Service providers to allow for changes in billing, accomplishments, and reporting requirements.

All construction projects that were scheduled to start in the spring of 2020 stayed on track, despite Covid-19. Construction projects that were out to bid or in the design process have been greatly disrupted. One project received a bid costing 300% more than originally budgeted. To put it simply, Covid-19 made the already tight construction market significantly worse. The Community Development staff are working with the various municipalities facing

Maine Cumberland County

budget shortfalls, to adjust the scope of work and remove our 20% match requirement so that their CDBG public infrastructure projects are not cancelled.

Overall, our 2019 subrecipients have done a fantastic job during a very challenging year to meet the needs of low and moderate income residents throughout Cumberland County. Below is a summary of all PY2019 funded projects and PY2018 open project progress during PY2019.

PY2019 Project Status by Town & City

Bridgton:

Old Town Hall Bathrooms - \$29,063.91 - *Complete*
Playground for Armory Community Center: \$17,972.56 - *Complete*
Skating Rink Phase II: \$61,891.00- *Complete*
Armory Building Improvements: \$22,393 – *90% Complete*
Bridgton Food Pantry: \$7,500 - *Complete*
Navigator Program: \$8,760 - *Complete*
School Backpack Program: \$3,440 – *Complete*
Community Supper: \$1,500 – *Cancelled*

County Wide Projects:

Alpha One Critical Ramps: \$60,000 – *In progress, 15 ramps complete*
Through These Doors – Abuse in Later Life: \$17,266.95 - *Complete*
Vet to Vet-Volunteer Coordinator: \$13,440.50 - *Complete*
TOA- Homeless Prevention Services: \$66,000.00 - *Complete*

Gorham:

Upper Little Falls Rec Area Bathrooms - \$42,500.00 – *Complete*
Upper Little Falls Sidewalk Improvements – 85,058.00 - *Complete*

Harpswell:

Senior Home Repair Program - \$33,536 –*In progress – 9 Homes complete*

Harrison:

Food Bank Renovation & Expansion - \$182,505.00 – *15% complete- Project placed on hold until the spring of 2021 while the food bank handles the mass influx of clients due to Covid-19*

Long Island:

Wharf Improvements Phase III - \$20,000 – *In progress – On track for 2021 completion*
Community Center Expansion - \$86,728.00 – *95% Complete*

Naples:

Food Pantry Kitchen Renovation: \$5,885.86 – *Complete*

North Yarmouth:

South Portland:

Redbank Field Improvements: \$85,192.00 – *In progress - 60% complete*
Redbank Playground Shade Structure - \$15,000.00 – *On track 12.31.21 completion*
Broadband Installation –Knightville - \$50,000 - *Complete*
Skate Park Planning Study - \$15,000 – *Complete*
Thornton Heights Clearance and Demo - \$300,000 – *Complete*
Sunset Ave- Infrastructure for Affordable Housing - \$50,000 – *On track for 12.31.21 completion*
Domestic Violence Services: \$8,987.00 - *Complete*
Emergency Heating Services: \$3,295.93 - -
Complete
Meals on Wheels: \$12,487 -*Complete*
Neighborhood Resource HUB: \$18,689.53 – *Complete*
Senior Bus Program: \$1,569.00 - *Complete*
Recreation Camp Scholarships: \$10,665 – *Complete*

Standish:

Community Center Planning Study - \$20,000 – *85% Complete*

Westbrook:

Intercultural Community Center- Parent Engagement Program - \$49,999.31 - *Complete*
Four Season Rink - \$120,000 – *In progress- on track for 12.31.2020 completion*

Yarmouth:

Community Center Needs Assessment: \$20,000 - *Cancelled*

PY2018 Projects Progress in PY2019

County Wide Projects:

Alpha One Critical Ramps: \$80,000 – *Complete - Installed a total of 17 Ramps*

Gorham:

Port Resources Group Home Repairs: \$71,480 – *Completed Fall 2019*

Scarborough:

Carpenter Court Infrastructure: \$18,000 – *Completed Fall 2019*

South Portland:

Westbrook Street Improvements Phase I: \$249,699 – *Complete*
**Westbrook Street, Phase II- funded with 2020 CDBG is on track for 12.31.20 completion.*

Standish:

Playground: \$53,600 – *On track for May 2020 installation*

Westbrook:

Cornelia Warren Park: \$50,000 – *In progress, on track to complete by Summer 2021*
Walker Memorial Library Windows: \$55,500 – *80% Complete*

Windham:

Depot Street Sewer & Sidewalk: \$250,000 – *Going out to Bid fall 2020*

Maine
Cumberland **County**

CUMBERLAND COUNTY COMMISSIONERS

POSITION PAPER OF THE COUNTY MANAGER

Date: September 9, 2020

Subject: Digital Signature Policy

The Commissioners asked staff to explore a digital signature policy. This request is to gain efficiency on items that need signatures between Commissioners and staff. Nothing became more of an example of need than the pandemic over the last seven months. Commissioners for the most part have not been inside the courthouse in for months, resulting in the once back-and-forth interaction in person between Commissioners and staff has not happened. This has impacted the ability to get certain documents signed. Those documents that rise to a significant priority and timeliness, we have worked with the Commissioners on an email – scan – email process. Ultimately the end document is in poor condition due to the numerous scans.

The attached Policy was workshopped by the Commissioners in July. Though, more limited in scope than most electronic signature policies, this policy allows us to address our current needs. Future discussions may happen if appropriate.


County Manager



#21 Electronic Signature Policy

The Government Finance Officers Association states that Federal legislation enacted in 2000, made electronic signatures just as legally enforceable as traditional paper ink signatures. A digital signature is seen as equal to a handwritten ink signature. In some respects a digital signature provides additional assurances and security in the signing of documents.

I. DIGITAL SIGNATURES FORMS

Digital signatures come in a number of forms. As many forms exist, for the purposes of this Policy, the County of Cumberland will use the “digitized form of a handwritten signature” as its sole preference. This form is not the most secure form of a digital signature, but if the document is saved correctly, some security exposures could be limited. For instance, there is a permanent attachment to a document that cannot be altered resulting in the signature being saved as a file. Example being saving the document as a PDF or similar type document.

II. PURPOSE

The purpose of this policy is to provide guidance on when digital signatures are considered accepted means of validating the identity of a signed on County documents and correspondences, and thus a substitute for traditional “wet” signatures, within the organization. It should be noted that any time a wet signature can be obtained with ease and no delay, it will be the preferred method of signing County documents.

III. SCOPE

The purpose applies to all County Commissioners, County Manager and Department Heads or Division Directors.

Approved Uses (non-inclusive list):

- | | |
|---|----------------------------------|
| Inter-jurisdiction communication | Resolves, Proclamations & Awards |
| Letters to indiv/agencies outside county govt | Promotional material |
| Grants Applications approved by the Commissioners | |

Prohibited Uses:

- | | |
|-----------------|-----------------------------------|
| Court Documents | Cancellation of Employee Benefits |
|-----------------|-----------------------------------|



Contracts involving the County Negotiated instruments and secured transactions
Cancellation of Utility contracts Documents requiring Notarization
Employee Pay & Accounts Payable Warrants signed by Chairman

Special Provisions:

The County Commissioners can vote to allow for an expanded scope of electronic Signatures, if it is deemed necessary, as a result of an event limiting contact with County Offices (ex. pandemic).

IV. POLICY

A digital signature is an acceptable substitute for a wet signature on any intra-organization document or correspondence.

The Executive Department shall hold the digital signatures of each County Commissioner. Individual department heads or division directors who wish to use a digital signature must be responsible for their own signature. Department heads shall submit a copy of their signature to the Executive Department to be held in a file (electronic) as proof of having a signature and the visual representation of the signature for verification purposes.

Using an electronic signature, by someone other than the signatory, shall receive verbal or written consent. Such consent shall be printed, attached to electronic signed document and filed in the Executive Office.

Digital signatures must apply to individuals only. Digital signatures for roles, positions, or titles are not considered valid.

Electronic signatures must be kept private and are the responsibility of the Department Head and Executive Department.

V. EXCEPTIONS

The County Manager, in consultation with the County Commissioners, shall have oversight and the ability to approve exceptions to this policy.

VI. NON-COMPLIANCE

An employee who is found to have violated this policy is subject to disciplinary action, up to and including termination of employment.

Maine
Cumberland **County**

CUMBERLAND COUNTY COMMISSIONERS

POSITION PAPER OF THE COUNTY MANAGER

Date: September 9, 2020

Subject: Spectra Management - Financial Incentive Fee – CIA Trustee Recommendation

For the past couple of years the County Commissioners have reviewed and acted on the recommendation of the Cross Insurance Arena Board of Trustees as it relates to the Financial Incentive Fee per the management contract with Spectra Management, Inc.

The Incentive Fee involves three categories: Financial, Food & Beverage and Qualitative. Financial and Food & Beverage are straight forward and defined based on formula allocating the incentive. The Qualitative Fee is a more discretionary fee, which is based on performance of the staff/facility over the last year.

In my second role as the Compliance Manager, overseeing the contracts of the CIA, I attend many events annually. My time in the arena, I watch security & concessions, I buy food, walk thru bathrooms and concourses for cleanliness, watch event staff and overall just keep my eyes open. Being present in the building during events allows me to experience what the fans are experiencing and share those good/bad experiences with Spectra administrative staff as well as report back to the Trustees and Commissioners.

The attached scoring sheet is one that General Manager Melanie Henkes and her staff establish through contract guidelines. Melanie and I met and go over each category, and I ultimately come to a recommendation that I bring forth for Trustee review. I share what I experienced over the last year, which may/may not impact the Trustees decisions and scoring.

This year's incentive brought forth by the Trustees is \$72,998. The Cross Insurance Arena 2020/2021 budget had an allocation (estimated at the time) of \$82,000 for the incentive payout. I'd like to point out that this year's incentive was plagued by a pandemic. If the Arena was able to host the 15-18 events from March to June of this year, this incentive fee would have been much higher.



County Manager/Compliance Manager

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

James H. Gailey, County Manager



FINANCIAL INCENTIVE CALCULATION – 2019/2020

In accordance with Article 3 Compensation of the Management Agreement between the County and Spectra, I bring forth a recommendation for the 2019-2020 Financial Incentive Fee.

Section 3.1 Fixed Management Fee

In consideration of the Manager's performance of its services hereunder, Owner shall pay Manager a Fixed Management Fee. Beginning at the first Operating Year, the Fixed Management Fee shall be \$9,166 per month, \$110,000 unless the Front Row Commercial Rights Marketing Agreement is extended (which it was) then the Fixed Management Fee shall be reduced by \$10,000 per annum. Beginning the second Operating Year, Fixed Management Fee shall be increased over the previous year in accordance with the CPI-U over the previous 12-months up to a maximum increase of any on year increase of 3.5%

Section 3.2 Incentive Fee

"...Manager shall be entitled to receive an Incentive Fee each full or partial Operating Year of the Term. The Incentive Fee shall consist of three separate components of the "Financial Fee", the "Food & Beverage Fee", and the "Qualitative Fee", as follows:

A. Financial Fee

Financial Fee shall be equal to 20% of increase in each Operating Year in Revenue over the "revenue benchmark" as calculated. For the purposes of computing the Financial Fee, the Revenue Benchmark and the increase in Revenue measured against such Revenue Benchmark shall both exclude the portion of the Revenue from the sale of food and beverage. The Financial Fee earned by the Manager shall be capped at 50% of the Fixed Management Fee paid to the Manager each year. *

B. Food & Beverage

The Food & Beverage (F&B) shall equal to 15% of increase in each Operating Year of the portion of Revenue from the sale of F&B (including both concession and catering)(amount excluded from Revenues above for calculation of the Financial Fee) over the F&B benchmark. The F&B Benchmark shall be mutually agreed upon during the 2015/16 contract year.

The F&B earned by Manager in any Operating Year shall not exceed and shall be capped at 30% of the Fixed Management Fee paid to Manager each year. The Revenue Benchmark and F&B Benchmark shall be increased annually and on the same schedule e and by the same CPI Increase as the Fixed Management Fee.*

Epidemic Contract Language

Under both the Financial Fee and Food & Beverage Fee language is inserted stating the following "...and shall be pro-rated for any such Operating Years of less than a full 12-months based on the actual number of days elapsed in such Operating Years out of 365." Applying this language, results in the Benchmark being divided by 365 days and multiplied by 253 days, which is the number of days the Arena was Operational.

C. Qualitative Fee

The Qualitative Fee earned by the Manager in any Operating Year shall not exceed and shall be capped at 20% of the Fixed Management Fee paid to the Manager in such year. The owner may award the Qualitative Fee, in whole or part, at its sole discretion using the following criteria to evaluate Manager's performance:

Customer Service	5%
Quality of Food	5%
Achievement of Goals	5%
Maintenance & Repairs	5%

Owner shall complete the Managers performance in these four categories and notify Manager in writing of the amount of the Qualitative Fee earned by the Manager. The foregoing shall not be considered to be the sole evaluation criteria that may be used by Owner to evaluate Manager's performance, which criteria shall be in Owner's own discretion, providing that any changes to the foregoing criteria are communicated to Manager in writing at the beginning of the Operating Year to which such changes apply.

The total Incentive Fee earned by Manager in Operating Year shall not exceed and shall be capped at the amount of the Fixed Management Fee payable to the Manager in such Operating Year.

2019/2020 Fixed Management Fee \$108,664

Categories	Cap of Management Fee	Max	Propose
Financial Incentive Fee	50%	\$54,332	\$38,782
Food & Beverage	30%	\$32,599	\$16,613
Qualitative	20%	\$21,733	\$17,603
		\$108,664	\$72,998

Qualitative Break Down

- **Achievement of goals – (scored 0% out of 5%)**
 - Event booking, number of events = venue was open 253 days of 365
 - Scale and benchmark based on hockey season
 - +100 = 1pt +110 = 2pts +120 = 3pts
 - Ended with 67 events prior to shutdown
 - Total events budgeted for year 102

- **Maintenance and repair – (scored 4.2% out of 5%)**
 - Cleanliness/repairs & maintenance - 4
 - Repair split unit that runs heat & AC
 - Replaced air valve in boiler #2
 - Repair of refrigerator to prevent needing to purchase one for remainder of FY
 - Repaired differential pressure switch during Cirque Du Soleil
 - Safety/Security - 4
 - Added additional metal detectors for larger events to process people faster
 - Pre-check for alcohol wristbands prior to opening gates to expedite customer service lines
 - Modified the settings on the metal detectors and increased the sensitivity of finding smaller prohibited items
 - Repositioned several surveillance cameras to have better vantage points of ingress/egress when monitoring live
 - Added another layer of alarm notification with regard to the ice chillers should they drop below acceptable temperatures
 - Installed signage on interior doors to reflect exit only – assists greatly in enforcing our no re-entry protocols
 - Major Purchases/ Venue Changes - 5
 - Purchased new inventory of Motorola two way radios with a new repeater for more stable communication between staff
 - Installed new TM scanner equipment and upgraded the associated infrastructure (all new WIFI devices used only for scanners) – faster ingress and accuracy
 - Upgraded our internet bandwidth from 100mbps X 100mpbs to 300mbps X 300mpbs – directly created a robust and powerful solution for all arena and guest IT operations
 - Utilities/ Damages/ Expenses - 4
 - Replaced to air belts on the HVAC
 - Repaired broken glass in center ice suites that was shattered by hockey
 - Repaired hockey ice after start of season due to goal crease measurements being off
 - Additional Trainings/ Meetings - 4
 - Verbal judo with police officers
 - Sexual Harassment Training
 - Active shooter training

- **Customer service surveys – (scored 4.54% out of 5%)**
 - Customer Experience – 4.44%
 - Event Staff – 4.55%
 - Cleanliness of Arena – 4.65%

- **Quality of food surveys – (scored 3.85% out of 5%)**
 - Client (private events) & Customers (public events) – 3.85%

