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

Tuesday, October 20, 2020

5:30 PM

CALL TO ORDER

APPROVAL OF THE MINUTES

Regular Meeting Minutes of September 14, 2020.

INFORMATIONAL REPORT/PRESENTATIONS

COMMENTS FROM THE PUBLIC

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

CONSENT AGENDA APPROVALS

20-073	Approval of Sheriff's Office Commissioners – September and October 2020
20-074	Approval of the Sheriff's Office Patrol contract for Long Island.
20-075	Acceptance of a 2019 Stop Violence Against Woman Formula Grant

20-076 Acceptance of $177,943.68 in FY2020 Homeland Security Funding

20-077 Award of Bid to Winsupply, of Portland, Maine, for the replacement of the boiler at the Community Corrections building.

NEW BUSINESS

20-078 Award of Bid to Seacoast Mechanical for the replacement of Air Handler #2 at the Courthouse

20-079 Approval of CDBG CARES ACT Funding – Round 3 and the Approval of Program Year 2019 CARES Act Amendment

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 concerning the Cumberland County Communications Association and NCEU Local 110.

Commissioners may make a motion after voting to come out of Executive Session.

COMMENTS FROM THE COUNTY MANAGER

COMMENTS FROM THE EXECUTIVE STAFF

COMMENTS FROM THE COUNTY COMMISSIONERS

ADJOURN

Maine
Cumberland **County**

MINUTES **September 14, 2020**

CALL TO ORDER – 5:30 pm

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

Staff in Attendance:
James Gailey, County Manager
Travis Kennedy, Dir of Public Affairs
Sheriff Kevin Joyce
Alex Kimball, Deputy Manager

The Cumberland County Commissioners' Meeting was held at 5:30 PM on Zoom. 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 July 21, 2020. Commissioner Cloutier so moved, Commissioner Gorden seconded. Chairman Coward asked for a roll call vote. Vote 4-0 (Witonis Abstained).

INFORMATIONAL REPORTS/PRESENTATIONS

Sheriff Joyce presented to the Commissioners the proactive steps being taken at the Jail and Patrol to prevent a COVID exposure and outbreak.

COMMENTS FROM PUBLIC

Director of Public Affairs, Travis Kennedy noted there were no public comments

received via email. County Manager Gailey stated that staff received over the weekend a letter from Portland City Councilor Belinda Ray for item 20-067.

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.

Chairman Coward read the titles of each Consent Agenda item and asked for a motion to approve Consent Agenda Items 020-060 and 020-066. Commissioner Jamieson so moved, Commissioner Gorden seconded. Chairman Coward asked for a roll call vote. Vote 5-0.

NEW BUSINESS

20-067 **Action on the City of Portland's request for use of the Cross Insurance Arena**

County Manager presented the item. Discussed the letter of request, CIA Trustee review and recommendation.

Cloutier – Feel that we should move this to a workshop so that we can learn more of the Portland proposal.

Witonis – Was at the Trustees meeting and support their decision. We need to take a stance on this issue and not workshop this item. Concerned that we won't be able to

move them out when the time comes. We have contracts for the facility like Portland does for the Expo. Highly recommend supporting the Trustees recommendation.

Cloutier – We all received a letter from Portland City Council. We should solicitude of the opinions of the letter. They have asked for the ability to have further discussion. Agree that we have a contractual obligation. Appropriate further discussion for counter points of the Trustees. Seems like the Red Claws maybe not going into the Expo.

Jamieson – Agree with Jim Cloutier to defer it. Asked about Maine Mariners season start.

Gorden – Appreciate Jim Cloutier's comments, but I support the Trustees as we established them to do the Arena's work. Not in the best interest to use the Arena for a single purpose. We could share the Arena with the Red Claws.

Witonis – The Trustee letter states that this is unique building as there is all kinds of nooks and crannies. We spent 30M to renovate the arena and I wouldn't support a tabling.

Coward – Unusual situation – Portland's asking for consideration. We have issues at Deering Oaks. This place may not be the place to do it. Like to have a workshop. Support the Trustees and they gave us a thorough explanation.

Cloutier – On this record I can't see how I could support it. Talked about former Sheriff Marty Joyce who opened up the old jail's gymnasium to the homeless many years ago. Started the movement in Portland for a shelter.

Commissioner Cloutier Motion: Table the item to a workshop; Second Commissioner Jamieson.

Discussion on the motion:

Witonis – What more information will we need? That building is not setup to be suitable for the homeless. We need to honor our existing contracts.

Cloutier – Obvious to me. Large building, many rooms that could be used. We need to get answers.

Gorden – I hear the concerns. Have talked with Trustees and they have explored some of these questions. Support the Trustees and we need to give that consideration.

The motion was moved to table to be able to have a workshop. Chairman Coward called a roll call vote 2-3 (Gorden, Witonis and Jamieson). Motion fails.

Commissioner Gorden Motion: Support the Recommendation of the CIA Trustees on

the City of Portland's request. Commissioner Witonis second. Chairman Coward called for a roll call vote 3-2 (Coward and Cloutier)

20-068 2020 HOME Projects (information only)

CDBG Director Kristin Styles updated the County Commissioners on two projects (Gray and Bridgton) that HOME funds will be allocated to this year.

20-069 CDBG CAPER approval

Kristin Styles presented the 2019 Year End CDBG CAPER.

Gorden – Asked about the 20% variation allowance and whether that was Federal Regulations and County required.

Chairman Coward asked for a motion to approve the 2019 CDBG CAPER. Commissioner Gorden so moved, Commissioner Jamieson seconded. Chair Coward asked for a roll call vote. Vote 5-0.

20-070 Action on the Electronic Signature Policy

County Manager Gailey presented the new policy pertaining to Electronic Signatures. Workshopped on the July 21, 2020 meeting.

Gorden – The lawyers of the Commission – are you comfortable with this policy?

Jamieson – Yes

Cloutier – Wording is fine. Good idea. Many times we need it.

Coward – This isn't new technology. There is case law around this type of action. The safeguards seem fine.

Chairman Coward asked for a motion to approve the Electronic Signature Policy. Commissioner Jamieson so moved, Commissioner Witonis seconded. Chair Coward asked for a roll call vote. Vote 5-0.

20-071 Action on the Spectra Management Financial Incentive

County Manager Gailey introduce the item and explained about the contract provision and the formula based exercise that takes place annually.

Chairman Coward asked for a motion to approve the Spectra Financial Incentive. Commissioner Witonis so moved, Commissioner Jamieson seconded. Chair Coward asked for a roll call vote. Vote 5-0.

20-072 Presentation of the 2021 County Manager's Budget

County Manager presented the 2021 County Manager's Proposed Budget. The presentation included the County General Fund, Jail and Cross Insurance Arena budgets.

Gorden – Capital are we going to lose the edge and need to double up?

Cloutier – Talked about moving the fiscal year and how a local town manager thanked him for bumping the transition by a year or two.

Chairman Coward asked for a motion to accept the County Manager's Proposed 2021 Budget and move it to the Finance Committee. Commissioner Witonis so moved, Commissioner Jamieson seconded. Chair Coward asked for a roll call vote. Vote 5-0.

COMMENTS FROM THE COUNTY MANAGER

County Manager Gailey talked about the 2019 Annual Report being completed a few weeks ago. Gave a lot of credit to Travis Kennedy for putting it together. It looks great. Mentioned the hiring of a new Safety Coordinator in the process modified an existing job of Asst. Facility Director/Safety, to just now focus on Safety. EMA Director Joe Chappell has resigned from his position. Joe and his family will be moving south to be closer to family. Lastly, wanted to thank the CDBG staff for all their hard work in distributing almost three times the amount of funding this year due to the CARES ACT.

COMMENTS FROM THE EXECUTIVE STAFF

Alex Kimball – talked about revenues being all over the place. Expenses are steady. Protests have impacted the budget. Sky has not fallen yet. County submitted its first wave for FEMA reimbursement. Talked about Warrant taxes and communities paying.

Travis Kennedy – Talked about WiFi hotspots and the County developing a small grant program to support communities who are furthering the County's Broadband Playbook

and going out and funding further needs assessments.

COMMENTS FROM THE COUNTY COMMISSIONERS

Commissioner Witonis – It was a pleasure attending her first GPCOG meeting.

Commissioner Jamieson – Thanks the Executive Team and other staff for all the hard work. Schools are open and that is a good thing, hope there will be fall sports.

Commissioner Gorden – Thanked the public for their COVID efforts. MCCA has hired Jim Cohen of Verrill Dana to do lobbying for them. We need to start thinking of Bills for the next Session. Might be time to think about the next Strategic Plan.

Commissioner James Cloutier – Talked about vigilance and COVID endurance.

Commission Chair Coward – We're in an election year. Make sure to register to vote.

Executive Session

Chairman Coward asked for a motion to go into Executive Session. Commissioner Jamieson so moved to go into Executive Session per 1 M.R.S.A. §405 (6)(D). Commissioner Cloutier seconded. All Commissioners voted in favor, 5–0 7:42 pm.

Chairman Coward asked for a motion to come out of Executive Session. Commissioner Witonis so moved. Commissioner Jamieson seconded. All Commissioners voted in favor, 5–0 8:10 pm.

Commissioner Jamieson moved to adopt the CIA Trustees recommendation as it pertains to the Maine Mariners incentive tied to attendance. Seconded by Commissioner Gorden. Chair Coward called for a roll call vote 5-0 8:14 pm

Adjournment

Chairman Coward asked for a motion to adjourn the meeting. Commissioner Witonis so moved and Commissioner Gorden seconded. All Commissioners voted in favor, 5–0. The meeting adjourned at 8:15 pm.

CUMBERLAND COUNTY SHERIFF'S OFFICE

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

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

TO: CUMBERLAND COUNTY COMMISSIONERS

FROM: SHERIFF KEVIN JOYCE KJJ

DATE: SEPTEMBER 9, 2020

SUBJECT: SHERIFF'S OFFICE COMMISSIONS SEPTEMBER/OCTOBER 2020

Agency	Officer
CCSO	Howard Brown
	Cody Belyea (CCJ)
	Todd McGee
	Donald Foss
	Stephen Welsh
	Samuel Cofone
	Michael Walsh
Freeport	Charles Tetreau
Gorham	Dean Hannon
	Daniel Young
Portland	Chris Shinay
Windham	Eugene Gallant

Staff Report
Cumberland County Sheriff's Office

September 11, 2020

Title: Town of Long Island

County Manager's Comments

Background: The annual Town of Long Island contract is attached. The contract period is from June 29, 2020 through September 8, 2020; there are no changes to the contract.

Discussion: The contract submitted is, **$22,711.46.** 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: **$22,711.46**

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

Prepared by:

Kerry Joyce
Captain

Approved by:

Kevin Joyce
Sheriff

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

LONG ISLAND – SUMMER PATROL

June 29, 2020 through September 8, 2020

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

This Contract, effective June 29th, 2020 through September 1, 2020, is made by and between Town of Long Island, a municipality of the State of Maine whose municipality is wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), the County of Cumberland (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a Constitutional Officer of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the town limits of [Town name] Cumberland County, Maine.

WITNESSETH:

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

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

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

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

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

ARTICLE 1 – DEFINITIONS

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

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

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

C. Service shall mean comprehensive law enforcement services provided from June 29th, 2020 through September 8th, 2020, five days a week on an eight (8) hour per day basis. Scheduling days and times will be agreed upon by Town Manager and Sheriff or his Designee.

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

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services

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

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

1. The SHERIFF shall provide to the TOWN the equivalent of one (1) full time deputy sheriff, who is a certified law enforcement officer, by the Maine Criminal Justice Academy.

2. All vacant shifts will be filled.

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

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

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

a. Traffic Crash Investigations/Reconstruction;

b. Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations, and Collection of Evidence);

c. Prisoner and Jail Services;

d. Records Retention;

e. Civil Service Officers;

f. Patrol and Detection Canine Support;

g. Emergency Services Unit (ESU);

h. Law Enforcement Training Section;

i. Task Force Personnel;

j. Crime Prevention;

k. Volunteers in Police Service Activities;

l. Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victim Crimes);

m. Dive Team;

n. Administrative Investigations (Internal Affairs) for the Cumberland County Sheriff's Office;

o. Any other such units or services as the Cumberland County Sheriff's Office may provide normally.

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

G. In the event of an emergency response call and/or an exigent circumstance arises; deputies assigned to the TOWN will perform services in a similar way that police departments assist under the Mutual Aid Agreement.

H. Vehicles, Supplies, Equipment and Office Furniture:

1. The COUNTY shall provide the TOWN, no later than February1st of each year, with a contract cost proposal.

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

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

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

5. The Sheriff will provide a cruiser, however a prorated portion of insurance, gas, oil and maintenance costs will be incurred by the TOWN.

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

2.2 Administrative Responsibilities.

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

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

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

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

Report	Date
o Schedule for deputies assigned to Long Island	As prepared
o Monthly categorical summary of calls for service	15th of the following month
o Monthly summary of moving traffic stops with distinction between warnings and summons	15th of the following month
o Copies of all operational policies and procedures	Within 15 days of approval by Sheriff
o Copies of approved collective bargaining agreements which pertain to deputies assigned to Long Island	Within 15 days of final ratification by all parties
o Summary of pending criminal cases to include each case's status in the judicial system	When retrievable by computer

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

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

G. The SHERIFF shall make all decisions regarding hiring and firing of the deputies, provided that the SHERIFF replace the deputy with an individual meeting the qualifications specified in this Contract. Provided further, the SHERIFF shall not terminate the deputy's employment before making provision for replacement of that deputy. Until the position is permanently filled the Sheriff will cover the position on a day to day basis with a deputy.

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

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

2.3 Processing of Evidence.

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

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment: Right of Control.

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

3.2 Assignment of Law Enforcement.

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

3.3 Sheriff's General Orders.

A. The SHERIFF shall provide to the TOWN a copy of the Cumberland County Sheriff's Office General Orders, including any updates and amendments regarding policies of interest to the town.

ARTICLE 4 – TOWN OF LONG ISLAND RESPONSIBILITIES

4.1 Office Space.

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

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

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

4.2 Town's Ordinances.

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

ARTICLE 5 – COSTS

5.1 The total amount due for all law enforcement services for subsequent years shall be based upon a proposal submitted by the Sheriff during the TOWN's budget process to be approved by the Board of Selectmen. The total amount due for all services beginning June 29thth, 2020 through September 8th, 2020, shall be twenty-two thousand, seven hundred and eleven dollars and forty-six cents ($22,711.46) (dollar amount of financial consideration for Sheriff's services) spread over a 3-month period for costs incurred by the COUNTY as described in Attachment A of this Contract.

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

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

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

5.5 The Town shall make provisions for boat/barge, parking and sticker fees for all Cumberland County Sheriff's Office business travel to Long Island.

ARTICLE 6 – ADDITIONAL PERSONNEL

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

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 8 – AUDIT OF RECORDS

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

ARTICLE 9 - STANDARD OF PERFORMANCE

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

ARTICLE 10 – ARBITRATION

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

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

10.3 Once the party has delivered to the other party a written demand for arbitration, the other party must appoint its representative within ten days of delivery of said

demand for arbitration and must give notice of its decision to the other party within same period of time.

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

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

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

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

ARTICLE 11 - INDEMNITY

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

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

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

ARTICLE 12 – TERM

12.1 This Contract shall remain in full force and effect commencing June 29th, 2020 ending September 8th, 2020, all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

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

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

ARTICLE 13 – TERMINATION

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

ARTICLE 14 - EXTENSION

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

ARTICLE 15 – TRANSITION

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

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

ARTICLE 16 – AUTHORITY TO EXECUTE AND ENFORCE

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

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

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

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

ARTICLE 17 – COMMUNICATIONS

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

ARTICLE 18 – ENTIRE AGREEMENT

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

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

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY: _____
CHAIRPERSON
COUNTY COMMISSIONERS

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY: _____
SHERIFF
KEVIN J. JOYCE

DATE: 09-10-2020

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

TOWN OF LONG ISLAND

BY: Brian L Dudley

DATE: 4/6/20

ATTEST: _____
COUNTY MANAGER/CLERK

DATE: _____

Staff Report
Cumberland County Sheriff's Office

September 25, 2020

Title: Approval to accept 2019 STOP Violence Against Women Formula Grant

County Manager's Comments

Background: The Cumberland County Sheriff's Office (CCSO) applied for and has been selected to receive a portion of the 2019 STOP Violence Against Women Formula Grant administered by the State of Maine. The CCSO applied for the grant to gain funding to replace our obsolete VARDA wireless communication and alarm systems. These systems are used by victims of domestic violence to rapidly communicate with the Cumberland County Regional Communications Center and deputies in the area in the event of an in-progress return of the domestic violence aggressor to the location of the victim.

Discussion: The VARDA alarm systems are nearing the end of the life cycle and the CCSO is finding it increasingly difficult to obtain service or replacement parts for the units. A new system was researched and the Centurion Scout Portable Alarm System was chosen. Four units are to be purchased to replace existing VARDA units. The system is a self-contained portable alarm and communication unit designed to provide the victim of domestic violence with a ready means of communication and an area alarm to detect and report intrusions of the location of the victim. This provides additional comfort and peace of mind to the victim.

Fiscal Impact: The total cost of the four units including the additional radios is $26,508.24. The grant will cover $15,510.00 of the purchase leaving $10,998.24 to be paid by the Cumberland County Sheriff's Office. The Cumberland County Sheriff's Office intends to use existing budgeted funds for the amount of the purchase not covered by the grant.

Recommendations: Recommend approval purchase.

Prepared by:

Craig C. Smith
Captain

Approved by:

Kevin J. Joyce
Sheriff

STAFF REPORT
County of Cumberland
October 6, 2020

TITLE: CCEMA Homeland Security Grant Program (HSGP) Award FY2020

BACKGROUND: Cumberland County was awarded $177,943.68 in FY2020 Homeland Security Grant Program (HSGP) funds through the Maine Emergency Management Agency (MEMA). The purpose of this award is to improve preparedness and response capabilities for Homeland Security related events in Cumberland County. Funds are used primarily to support county and municipal planning, training, exercising and equipment needs.

DISCUSSION: The Cumberland County Emergency Management Agency (CCEMA) intends to allocate grant funding as follows:

- Per MEMA direction:
    - $20,000.00 to MEMA designated Decontamination Support Teams (DST) and Regional Response Teams (RRT). Accordingly, $5,000.00 will be provided to the Presumpscot Valley Hazardous Materials (HazMat) Team (PVHMT) and $15,000.00 to the Brunswick HazMat Team. The Portland and South Portland HazMat Teams are allocated funding through HSGP Awards provided directly from MEMA to the cities.
    - $4,500.00 to Emergency Management Response Teams (EMRT). This includes $1,500.00 each to the Cumberland County Animal Response Team (CCART), Wireless Society of Southern Maine/ARES Team, and the Incident Management Assistance Team (IMAT).
    - The grant guidance mandated that a minimum of 25% must be spent on Law Enforcement Terrorism Protection Activities (LETPP) to support Law Enforcement specific equipment, training, and exercise. $74,533.02 fell under this category.

      In assessing the national risk profile for FY 2020, four priority areas attract the most concern. And due to the unique threats that the nation faces in 2020, DHS/FEMA determined that these four priorities should be addressed by allocating specific percentages of HSGP funds to each of these four areas, for a total of 20 percent or 5% each: Enhancing cybersecurity (including election security); Enhancing the protection of soft targets/crowded places (including election security); Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS; and Addressing emergent threats (e.g., unmanned aerial systems [UASs], etc.). A total of $8,897.18 was dedicated toward emerging threats for Cumberland County.

- Per CCEMA direction:
    - $8,250.00 to support training, exercises, and EMRTs.
    - $7,432.00 to sustain a satellite communications capability in the Regional Command Vehicle (data plan, tech support, radio replacement/upgrade, radio replacement, and hardware maintenance),
    - $142,261.68 to eligible local entities and eligible applicants for competitive grant opportunities. Eligible local entities include "any county, city, village, town, district, borough, port authority, transit authority, water district, regional planning commission, etc." Again, the Metros (Cities of Portland and South Portland) do not participate in this process as they receive HSGP funds directly from MEMA. Eligible applicants include "all members of the first responder community (Police, Fire, EMS, Hospitals, Public Works, Governmental and School District officials, etc.)." A ten-person committee from the applicants reviewed the applications across the county. The $142,261.68 in available funds were apportioned to successful applicants as follows:
        - $27,633.80 requested from PVHMT (DST) for five (5) SCBA Replacements.
        - $3,900.00 for a FLIR Marine 2 for their 25' safe boat for Naples.
        - $9,704.45 for Ballistic Helmets and Medical Gear for the RTF's for Brunswick.
        - $21,265.46 for a Firewall Replacement for Cumberland County IT.
        - $19,466.00 for a Telescopic Boom for Lighting/Camera for the Cumberland County Sheriff Office Command Vehicle.
        - $38,621.35 for an Emergency Operations Center remote site for Cumberland County Regional Communications Center.
        - $20,000 for a Radio Engineering Study for the Town of Cumberland Public Safety Department.
        - $1,670.61 for Access Control Interior Doors at the Central Fire Station for Gray.

FISCAL IMPACT: None.

RECOMMENDATION: The Commissioners authorize the CCEMA Acting Director to accept the HSGP funds and to execute them in as indicated in this Staff Report.

Emily Kaster

Emily Kaster
Acting Director

COUNTY OF CUMBERLAND

October 14, 2020

TITLE: **REPLACEMENT BOILER FOR CCC – Award to Winsupply, of Portland, Maine, for a Viessmann Boiler**

BACKGROUND: Existing boiler was installed in 1992. It is an old style Smith boiler and has become problematic and unreliable. The boiler is in constant need of repair.

ISSUES: To replace the boiler with an energy efficient and environmentally-friendly Viessmann gas firing condensing boiler. The model offers venting flexibility and low-emission combustion.

FISCAL IMPACT: The estimated cost is $36,000 and would be covered through the capital account #77001-7949.

RECOMMENDATION: To move forward using Siemens for labor only and the County would purchase all materials from Winsupply, of Portland, Maine, to avoid having material mark up costs. Siemens has done our mechanical work for many years and is familiar with the systems.

Prepared by: ***Bruce D. Tarbox, Facilities Manager***

Approved by: Bruce Tarbox

COUNTY OF CUMBERLAND

October 13, 2020

TITLE: **STATESIDE AIRHANDLER REPLACEMENT**

BACKGROUND: Project consist of specification bids for replacement of the Cumberland County Stateside Air Handler. This replacement is for HVAC Unit #2. Second and third floor unit is over 34 years old. Request for this project will be shared financially between the County and the State (funding as noted in Financial Impact).

ISSUES: Existing Air Handler has been patched to the point of operational concern and reliability. New unit has been specified to current ASHREA standards with exterior reheats and MERV 14 filters. This will provide the best quality filtering based on all the conversation regarding air quality at this time.

FISCAL IMPACT:

VENDOR	BID
Seacoast Mechanical	$326,000
CM Cimino, Inc	$555,825

The County has $209,000 in bonded capital to put towards the replacement and the State is providing an additional $200,000 to complete the project from CIP.

Total project cost with soft costs, Siemens controls and Mechanical, is $409,000.

RECOMMENDATION: To move forward using Seacoast Mechanical as low bid vendor. They met all qualifications.

Prepared by: ***Bruce D. Tarbox, Facilities Manager***

Approved by: Bruce Tarbox

Maine
Cumberland **County**

CUMBERLAND COUNTY COMMISSIONERS

STAFF REPORT

From: Kristin Styles, Community Development Director

Date: September 14, 2020

Subject: CDBG-CV Funds Round 3and Approval of PY19 CARES Act Amendment

A public hearing will be held on the use of Community Development Block Grant – Coronavirus (CDBG-CV) funds, Round 3 as part of the PY19 Cumberland County CARES Act Amendment Number Two. A final vote will be needed by the Commissioners to endorse the CARES Act Amendment. The Amendment will be submitted to HUD on October 22nd.

The purpose of this report is to:

1. Identify CDBG-CV & CDBG grant funds awarded to the County in 2020
2. Review the process for selecting CDBG-CV Round 3 projects
3. Familiarize you with the projects and programs recommended for funding
4. Provide an update on Round 1 CARES Act – funded projects

2020 Funding for Cumberland County CDBG & CDBG-CV

PY2020 CDBG	**$1,564,196**
CDBG-CV Round 1	**$ 920,165**
CDBG-CV Round 2	**$ 0**
CDBG-CV Round 3	**$ 976,929**
Total:	**$3,461,290**

CDBG-CV Round 3 Funds

On September 11th, the Cumberland County Community Development office was informed that we will receive $976,929 from the third round of CARES Act funds. Staff worked with the County Manager and the Municipal Oversight Committee (MOC) to determine focus areas for the funding. Staff also coordinated with the State of Maine's CDBG program and other Maine Entitlements to increase our coordination of services.

The total allocation was divided into four components:

1. Total Administrative Costs: **$ 3,019**
2. Rent and Utility Assistance: **$500,000**
3. Covid Related Construction & Supplies: **$273,000**
4. Emergency Shelter Bed Nights: **$200,910**

Maine
Cumberland **County**

I. Administrative Costs

The Municipal Oversight Committee voted to minimize administrative costs by funding large scale projects instead of many small scale projects. This decreases the administrative burden and allows for more dollars to go out into the community. The $3,019 will cover public notice costs.

II. Rent and Utility Assistance

The County Commissioners approved $215,000 in rent and utility assistance from the first round of CDBG-CV funds. This funding has been full expended. The MaineHousing rental assistance program, which kicked in once our CDBG-CV funds ran out, has also run out of funds. Maine Housing is not offering any more rental assistance, as of Sept. 30th. We are hopeful that $500,000 should be enough to get Cumberland County Entitlement Jurisdiction renters through October and November.

III. Covid Related Construction and Supplies

The Municipal Oversight Committee would like to set aside $273,000 for construction and supplies needed for non-profit organizations, particularly food pantries that need to adjust their operations dues to Covid 19. Examples include, purchasing freezers, refrigerators, storage containers, and tents. Food pantries are no longer able to reuse banana boxes and grocery bags; purchasing one-time use cardboard boxes are a big unexpected expense. Wayside Foods will use $50,000 of the $273,000 to purchase 50,000 boxes and distribute them to food pantries across the county on an as-needed basis. Any food pantry within the Cumberland County Entitlement Jurisdiction will have access to the boxes, free of charge.

IV. Emergency Shelter Bed Nights

The Cumberland County Community Development Program will assist the City of Portland by reimbursing the City on a per-bednight cost for each bed occupied by a Cumberland County Entitlement Jurisdiction resident for the months of November through March- up to $200,910. The County is estimating (15 people per night) X ($74.00 a night) X (181 nights) = $200,910. The County's reimbursement will not cover costs already reimbursable through the State or Federal Emergency Solutions Grant (ESG) programs.

Round 1 CDBG-CV funds update

The attached table gives an update on the status of CDBG-CV Round 1 funded projects. It is important to note that Quarter 1 reports are due September 15th, only the projects that submitted their reports early have accomplishment data reported in the attached table.

CDBG-CV Round 1
Projects & Goals

** Quarter 1 reports are due Sept. 15th "No update" just means the 1st quarter report has no been submitted*

Grantee	Activity	Funds	Goal	Project Status 10.6.20
			Individuals unless noted	
BUSINESS ASSISTANCE PROGRAMS		**$299,365**		
GPCOG	Job Creation Program	**$149,365**	84 jobs	Project Launched 9/28/20 - 30 applications submitted
GPCOG	Microenterprise Assistance Program	**$150,000**	25 Businesses	Project Launched 9/28/20 - 30 applications submitted
RENTAL/MORTGAGE PROGRAM		**$325,632**	**201**	
Bridgton Resource Navigator	Rental and Utiltiy Program	**$63,219**	96 households	Project in progress - 19 households helped
The Opportunity Alliance	Homeless Prevention Program	**$215,000**	60 households	Project Complete - 182 households helped
Through These Doors	Project Safe Reentry	**$47,413**	45households	Project in Progress - 26 people helped
FOOD PROGRAMS	**Project**	**$164,000**	**3244**	
Bridgton Resource Navigator	Food Assistance Program	**$6,000**	60	Project in Progress - no update yet
My Place Teen Center	Daily Mobile Food Pantry & Wellness Checks	**$48,000**	250	Project Complete- > 250 Families & 8,625 Meals
SMAA	Meals On Wheels Program	**$65,000**	1200	Project in Progress - no update yet
So. Portland Food Cupboard	Covid-19 Response Program	**$35,000**	1500	Project in Progress - no update yet
Town of Raymond	Raymond Food Pantry Program	**$10,000**	234	Project in Progress - no update yet
OTHER PROGRAMS	**Project**	**$96,168**	**157**	
Bridgton Resource Navigator	Temporary Shelter Program	**$44,000**	72	*Project has not started*
City of South Portland	General Assistance	**$21,497**	15	Project in Progress - no update yet
Cumberland County EMA	CCEMA Emergency Shelter Supplies	**$30,671**	70	Equipment Purchase complete - will track beneficiaries
Program Administration		**$35,000**		
County	Administration	**$35,000**	n/a	On going
All Total		**$920,165**		