

## **FINANCE COMMITTEE AGENDA**

**December 21, 2015 @ 5:15 pm**

- 1. Consent Agenda**
  - a. Used Vehicle Purchase
- 2. Bids/Purchasing**
  - a. Police Vehicles – Police - Quirk Ford - \$54,850
- 3. Maine Bureau of Highway Safety – Car Seat Distribution**
- 4. Update on Acquired Properties/Orders of Demolition**
- 5. General Fund Status – November 2015**
- 6. Executive Session – 36 MRSA Section 841 (2) – Hardship Abatement**
- 7. Open Session – Hardship Abatement Decision**

**To: Finance Committee**  
**From: Robert Dawes, Equipment Director**  
**RE: Purchase of Used Vehicle**  
**Date: December 14, 2015**

This memo is to update the Committee on the purchase of a used vehicle. It is a 2013 Dodge Grand Caravan with 27,500 miles. It was purchased as a lease buy out from Quirk Dodge in Belfast for \$14,653.

During the FY2016 budget process, \$15,000 was appropriated to replace a 2006 Ford Taurus with 103,000 miles used in our Rental fleet. These are vehicles that Departments rent on a daily basis for City employees to travel out of town and on occasion out of State.

This van has been on a lease with the WIC program for the last three years and that lease has been terminated. This type of purchase works very well as we bought the previous van that was terminated three years ago. The new van will have the remainder of the initial warranty and will give the City a very useful van for years to come.

The guidelines used to purchase this vehicle has previously been established by the Finance Committee and were adhered to in order to make this purchase as fair and equitable for both the local vendors as well as the City's best interest. I believe this purchase was in an area where the City would best benefit by purchasing a used vehicle.

I appreciate the ability to purchase used equipment when it is both feasible and in the best interest of the City. Please let me know if you need any further information. I will plan to attend the Finance Committee meeting to answer any questions and provide additional information, if necessary. Thank you.

**TO: Finance Committee**

**FR: Debbie Cyr**

**RE: Request to Purchase Patrol Cars**

**DT: December 15, 2015**

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A few years back, the city decreased the number of unmarked vehicles assigned to the police department. Because the Police Department had some staffing shortages, there did not seem the need to acquire additional cars at that time. However, the PD is now approaching full staffing and combined with the Council and Police Chief's desire to have police officers more visible, we are requesting two new police cars be added to the fleet.

If approved, marked patrol vehicles will be assigned to the Community Services Unit for use by the Community Relations Officer, Special Enforcement Team (SET) and Traffic Enforcement Officer. On any day when the SET unit, School Resource Officer, downtown officer and patrol officers with special assignments are on duty, coupled with the regular patrol crew, the department runs out of marked patrol cars requiring officers to utilize some of the older unmarked vehicles. These vehicles would be marked as Community Services and it would enhance the department's visibility within the community

In January of last year, the State of Maine awarded a contract for the purchase of police vehicles to Quirk Ford of Augusta. As a municipality we are able to "piggyback" on the State of Maine. Therefore it is staff's recommendation that the City "piggyback" on the State contract for police vehicles and purchase two (2) Ford Explorer SUV's in the amount of \$54,850 (\$27,425 each). In addition, each vehicle will require an additional \$24,000 of expenses related to interior accessories and equipment including; lights bars, sirens, radios, mobile data terminals and supports, partitions, camera system, radar and markings.

Staff's request is to "piggyback" on the State of Maine contract to purchase 2 police vehicles from Quirk Ford Augusta. If approved by the Committee, staff will prepare an appropriation resolve to fund the cost of the vehicles plus the cost to outfit them for first reading at the next Council meeting. The recommended funding source for the daily patrol vehicles will be the City's Improvement Reserve, which has a balance of \$565,575.

## Memorandum

To: Finance Committee  
From: Elaine Beaulieu, Public Health Program Manager  
Date: December 16, 2015  
Re: Maine Bureau of Highway Safety Car Seat Installation and Distribution Program

The Maine Bureau of Highway Safety identified a service gap in the Bangor region for qualified families with infants /children. The nearest free of charge car seat distribution sites are Lincoln (Health Access network) and Dover-Foxcroft (Mayo Regional Hospital).

Bangor Public Health and Community Services is an ideal distribution center/site for safety checks and education about correct installation. WIC participants are qualified for the service. We would coordinate WIC and car seat appointments.

Gail Allard RN, Maternal/Child home visiting nurse is certified to provide safety checks and education about the safe use and installation of car seats. She attended a week-long training program during September 2015. Appointments would be scheduled during her regular working hours.

Staff recommendation is to execute a contract (a copy of which is attached) with Maine Bureau of Highway Safety to allow Bangor Health & Community Services to serve as a car set distribution center and site for safety checks and education. If recommended by the Committee, a Council Order authorizing the execution of the agreement will be placed on the next Council Agenda for final action.

AdvantageME CT No: 16A20151201\*1967  
STATE OF MAINE  
DEPARTMENT OF PUBLIC SAFETY  
BUREAU OF HIGHWAY SAFETY  
Agreement to Purchase Services

THIS AGREEMENT, made this 1<sup>st</sup> day of December, 2015, is by and between the State of Maine, Department of Public Safety, Bureau of Highway Safety, hereinafter called "Department," and the City of Bangor Public Health and Community Services, located at 103 Texas Avenue, Bangor, Maine 04401, telephone number 207-992-4550, hereinafter called "Provider", for the period of December 1, 2015 to February 28, 2018.

The AdvantageME Vendor/Customer number of the Provider is. VC1000007014

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider C – Exceptions to Rider B
- Rider D, E, and/or F – (At Department’s Discretion)
- Rider G – Identification of Country in Which Contracted Work will be Performed

WITNESSETH, that this contract is consistent with Executive Order 17 FY 08/09 or a superseding Executive Order, and complies with its requirements.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in three original copies.

**DEPARTMENT OF PUBLIC SAFETY  
BUREAU OF HIGHWAY SAFETY**

By:

\_\_\_\_\_  
Lauren V. Stewart, Director

and

**CITY OF BANGOR PUBLIC HEALTH &  
COMMUNITY SERVICES**

By:

\_\_\_\_\_  
Patricia Hamilton, Director

Total Agreement Amount: \$0.00

Approved: \_\_\_\_\_  
Chair, State Purchases Review Committee  
BP54 (Rev 1/12)



RIDER A  
SPECIFICATIONS OF WORK TO BE PERFORMED

**Distribution Sites**

The Maine Bureau of Highway Safety (hereinafter known as the “Bureau”) and the Distribution Site (hereinafter known as the “Site”) agree for the good and valuable consideration of receiving Child Passenger Safety Seats from the Department to use as a public service as follows:

1. The Site shall not sell, give, furnish, provide, lease or otherwise convey any Child Passenger Safety Seats provided by the Bureau except as part of this program. The Site must provide child passenger safety seats to all qualified individuals requesting a child passenger safety seat from the Site without regard to race, creed, color or religion.
  - a. Select information must be provided to the site technician before caregivers receive a program car seat:
    - i. Proof of need must be provided (i.e., WIC folder with current dated vouchers, letter of eligibility from either the TANF, MaineCare, or SNAP program the family is claiming participation, or call to MaineCare to verify participation);
    - ii. Recipients must provide visual confirmation of Maine residency (i.e., Maine driver’s license, State of Maine identification card, tribal identification, I94 Letter, or Foster license).
      1. Foster families must provide their fostering license for the child receiving a car seat.
      2. Name on mail, bills, etc. is **not** acceptable to ensure residency;
    - iii. Only one car seat may be given per child per family. Pregnant women must provide a doctor’s note to the Technician if multiple children are expected;
      1. For pregnant recipients, car seats may be distributed no sooner than one month before due date
    - iv. Additional car seats may be issued to the same child if:
      1. The child has outgrown the initial car seat issued and the family can provide proof they are still eligible.
      2. The family has been in a car accident and can provide a police report.
2. The Site shall provide car seats to parents and legal guardians of children for the purpose of protecting such children while being transported in a motor vehicle, or via public transportation. Distribution sites are given car seats to distribute only at their facilities; car seats shall not be distributed to other sites or technicians/instructors without the Bureau’s acknowledgement and approval. The Site shall **not** accept donations of any kind for distributing car seats, inspection and installation assistance with car seats, and education.
  - a. Sites must provide adequate car seat installation education to recipients; all recipients must reciprocate installation to technician to ensure installation comprehension. Installations **MUST** be reciprocated by the parent to the technician in the car that was brought to the appointment
  - b. Sites are encouraged to provide the State of Maine Child Passenger Safety Brochure and USAA brochure to each family receiving car seat assistance and education.
3. Sites must be able to provide:
  - a. Sufficient storage space for one month’s supply of car seats;

- b. Adequate storage area for paperwork and child passenger safety supplies (i.e., pool noodles, LATCH manual, current recall lists, manufacturer installation manuals, CPS brochures, USAA brochures, installation dolls, CPS student manuals, etc. necessary to provide proper installation). Unless provisions are outlined as being provided by the Bureau, sites will be responsible for the supplies listed in 3.b. of this Interagency Cooperative Agreement;
  - c. Basic office equipment and supplies (i.e., copier, printer and ink, paper, pens, clipboards);
  - d. Internet access;
  - e. At least one Certified Child Passenger Safety Technician to provide car seat distribution and education to eligible recipients (i.e., expired technicians, staff, volunteers, etc.) without Child Passenger Safety Certification are NOT approved to participate in the car seat distribution activities outlined in this document. The Site shall at all times maintain at least one staff person who has a valid current CPS Technician certification number and who has been trained by the Site or an authorized designee. **Sites are strongly encouraged to pay the registration and travel costs for at least one of their certified technician(s) to attend the biennial Maine CPS Conference. The Conference is a great opportunity for the technician(s) to complete all of their 2 year certification cycle requirements.**
4. The Bureau must provide to sites:
    - a. Program car seats, as needed to replenish car seats distributed;
    - b. White paint markers (provided as needed) to label car seats distributed marked with BHS lettering;
    - c. LATCH manual (provided biennially);
    - d. Pool noodles for proper car seat installation;
    - e. Training opportunities (i.e., recertification/refresher classes) when resources are available;
    - f. Copies of State of Maine Child Passenger Safety CPS Brochures, and all CPS Forms (as needed); and
    - g. Child Passenger Safety assistance, and act as an information resource.
  5. Sites must complete and submit certain documentation to the Bureau and retain particular records at the site. Records must be kept at the site based on site retention requirements. Sites without a retention schedule may refer to the Bureau for guidelines.
    - a. Documentation that sites must submit to the Bureau include:
      - i. Monthly Inventory Status Report and Car Seat Order Form
    - b. Documentation that sites must retain:
      - i. Signed Liability Waiver and Release forms
      - ii. Completed Maine Child Passenger Safety Seat Checklist forms
  6. CPS Database:
    - a. The database can only be used by certified CPS Technicians at partner distribution locations that have signed a BP54 distribution contract and have been granted access to the CPS Database.
    - b. There will be one user name and password issued to each site for all site specific technicians to use
    - c. When technicians receive a call for an appointment the technician needs to access the database to enter in the parent's names and child's names to pre-screen that a seat has not already been issued to that child or children
    - d. Appointments with multiple children and seats being issued need to be entered into the database as one entry

- e. Recipient's distribution information must be entered into the database within one business day from when the car seat was issued. Paper reports; monthly summaries and distribution forms, will no longer be accepted.
  - f. If possible enter both of the mother and fathers first and last names into the database
  - g. The specific income eligibility that a family provides will need to be selected in the database
  - h. The specific residency information that a family provides will need to be selected in the database
  - i. Each car seat model number needs to be recorded into the database
  - j. Children **MUST** be present at appointments. If the child is not present for the appointment, the technician must provide the extenuating circumstances in the notes section provided in the database entry.
7. The Site shall inform the Bureau if: its hours of operation changes, the Distribution site location changes, the Distribution site ceases activity, or if there is a change in the Distribution Site Managers and/or CPS Technicians.
  8. The Site agrees it will make no warranties, express or implied, on behalf of, or on the part of, the State of Maine. Each Child Passenger Safety Seat recipient will be informed in writing that the State of Maine makes no warranties, express or implied, as to fitness for a particular purpose or as to merchantability. The State of Maine and the Site are not agents for any manufacturer or any other entity involved with the design, manufacture or marketing of the child safety seats. All claims with respect to warranties, either express or implied, which may exist between the manufacturer and the user are reserved to the user and are not superseded by this agreement.

I understand that the State of Maine and the Site distributes the child passenger safety seats as a public service.

The language provided in this BP 54 EO Compliance Contract has been reviewed by the site manager and all certified site technicians and all parties agree to the procedures outlined in this Rider.

This agreement is subject to cancellation by either party with 30 day written notification.

RIDER B  
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$0.00
  2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:
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Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: Lauren V. Stewart  
Title: Director, Bureau of Highway Safety  
Address: 164 State House Station, Augusta, ME 04333

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

- e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.
- g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the

work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.
20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.
23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.
25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.
26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State’s option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices

including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C  
EXCEPTIONS TO RIDER B

This contract is subject to cancellation by either party with 30 day written notification. This exception replaces Paragraph 15 in Rider B.

RIDER D

Not Required: For use at Department's Discretion

RIDER E

Not Required: For use at Department's Discretion

RIDER F

Not Required: For use at Department's Discretion

RIDER G  
IDENTIFICATION OF COUNTRY  
IN WHICH CONTRACTED WORK WILL BE PERFORMED

**Please identify the country in which the services purchased through this contract will be performed:**

**United States. Please identify state: Maine**

**Other. Please identify country: \_\_\_\_\_**

Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.

To: Finance Committee  
RE: Update on City Acquired Property/Orders of Demolition  
Date: December 14, 2015

On August 17, 2015 the following list of properties and the respective plan for disposition was reviewed with the Finance Committee. As we approach the end of the calendar, staff wanted to take this opportunity to update the Committee on the status of each.

- Acquired Properties that have been Sold
  - **5 Grove Street Court** – Acquired due to matured tax liens. Building Demolished, Sold to abutting lot owner.
  - **130 Thirteenth Street** – Acquired due to matured tax liens. Offered for sale via RFP. Property sold.
  - **217 State Street** – Acquired due to matured tax liens. Sold to owner of the other ½ of building.
  - **12 North Street** – Acquired due to matured tax liens. Building Demolished. Closing to sell to abutting lot owner expected this month.
  - **177 Pearl** – Homeowner signed property over to the City due to matured tax liens. Structure was demolished with CDBG funds to remove blight. Sold to abutting lot owner.
  - **147 Court Street** – Acquired due to matured tax liens. Building Demolished. Offered for sale via RFP. Sold to abutting lot owner.
- Dangerous Building Progress
  - **44 Patten Street** – Building Demolished. Tax Liens mature in December 2015, if unpaid, staff will recommend taking possession of this property.
- Acquired Properties still in Progress
  - **45 Patten Street** – Acquired due to matured tax liens. Obtained clear title from previous owner. Expect to demolish the property.
  - **3 Charles Street** – Acquired due to matured tax liens. Based on the condition and estimated value of the property, Legal would like to pursue action to obtain clear title and are researching the best methodology.
  - **76 Market Street** – Acquired due to matured tax liens. Issued RFP, receive no responses. Issued an RFP for sale and removal of slate on property. Building slated to be demolished. Property will be offered for sale via RFP this spring.
  - **91 Larkin Street** – Acquired due to matured tax liens. Issued RFP to sell with minimum price, no offers received. RFP will be reissued with lower minimum purchase.

- **324 Union** – Acquired due to matured tax liens. Structure was demolished with CDBG funds to remove blight after fire in 2014. Obtained clear title from previous owner. Expect to issue RFP to sell property this spring.
- **171 Garland** – Acquired with CDBG funds. Building Demolished. Negotiating with abutting lot owner.

➤ **Next Steps**

In January, staff will review the list of properties with multiple years of matured tax liens to develop a list of properties for the Committee to review for action. Staff believes that the majority of these properties will be occupied. We will send notices to all identified properties in a last attempt to bring the accounts current and be back to the Committee in March with recommendations.

**General Fund Revenues  
November 2015**

Category	Budget 2016	Actual 11/30/2015	Actual as % of Budget	Reference	Budget 2015	Actual 11/30/2014	Actual as % of Budget
TAXES	59,440,794	56,875,588	95.68%	1	58,156,192	56,016,829	96.32%
LICENSES & PERMITS	707,466	256,803	36.30%	2	701,676	363,850	51.85%
FINES, FORFEIT, PE	33,000	2,562	7.76%	3	32,000	1,385	4.33%
REV FROM USE MONEY	660,350	237,109	35.91%	4	696,850	248,345	35.64%
INTERGOVERNMENTAL	7,153,631	2,150,657	30.57%	5	6,836,953	1,529,442	22.70%
CHARGES FOR SERVIC	9,514,009	4,483,624	47.13%	6	9,827,014	4,341,810	44.18%
TRANSFERS IN	115,652	-	0.00%	7	145,292	-	0.00%
OTHER	106,500	61,236	57.50%	8	56,500	45,215	80.03%
	<u>77,731,402</u>	<u>64,067,579</u>			<u>76,452,477</u>	<u>62,546,876</u>	

November 2015 Anticipated %

41.67%

Reference - for category budgets that are not within 5% of Anticipated

- 1 - Taxes include property and excise taxes. Property taxes are recorded as revenue when the bills are issued in July.
- 2 - The largest portion of this category is building permits, due to our construction season, the majority are rec'd in warmer months.
- 3 - The largest item in fines and forfeiture is the annual police false alarm billings which doesn't occur until spring.
- 4 - Most significant item within this category is Sawyer Arena rentals which are concentrated in Nov - March.
- 5 - Intergovernmental is lagging as Community Connector due to timing of drawing federal funds.
- 6 - Charges for service revenues are slightly ahead of anticipated levels - tends to be weather dependent for billings to other departments.
- 7 - Funds to be transfers from other funds or fund balances are typically recorded towards the end of the year.
- 8 - Other includes insurance settlements and sale of assets, to date more insurance settlements have been received.

**General Fund Expenditures  
November 2015**

Category	Budget 2016	Actual 11/30/2015	Actual as % of Budget	Reference	Budget 2015	Actual 11/30/2014	Actual as % of Budget
CITY COUNCIL	30,593	13,264	43.36%		30,018	13,132	43.75%
CITY CLERK	385,695	140,815	36.51%	1	393,128	144,325	36.71%
ASSESSING	336,998	151,288	44.89%		358,275	143,101	39.94%
LEGAL	285,327	119,433	41.86%		279,901	116,605	41.66%
EXECUTIVE	366,127	166,734	45.54%		366,970	153,558	41.84%
CENTRAL SERVICES	25,149	45,395	180.51%	2	12,910	37,049	286.99%
HUMAN RESOURCES	135,404	47,361	34.98%	3	129,005	38,658	29.97%
MOTOR POOL	357,115	17,365	4.86%	4	193,400	(31,949)	-16.52%
BAT	2,896,294	1,092,256	37.71%		2,812,949	1,121,920	39.88%
FINANCE	1,709,068	800,992	46.87%	5	1,610,816	717,174	44.52%
INSURANCE	360,600	(154,852)	-42.94%	6	376,333	175,305	46.58%
PLANNING	334,993	135,856	40.55%		325,758	132,604	40.71%
ECONOMIC DEVELOPME	349,439	133,872	38.31%		334,109	132,471	39.65%
CODE ENFORCEMENT	602,152	257,567	42.77%		556,206	226,714	40.76%
POLICE	8,855,846	3,423,570	38.66%		8,771,851	3,453,099	39.37%
FIRE	9,028,462	3,616,930	40.06%		8,538,398	3,705,819	43.40%
HEALTH & COMMUN SE	3,056,922	1,291,138	42.24%		3,076,619	1,186,030	38.55%
RECREATION	1,908,721	945,790	49.55%	7	1,862,591	904,965	48.59%
PUBLIC SERVICES	10,344,002	4,093,049	39.57%		10,319,343	3,976,760	38.54%
DEBT SERVICE	3,277,694	2,240,722	68.36%	8	3,118,297	2,177,118	69.82%
TAX INCREMENT FINA	990,920	216,209	21.82%	9	982,168	545,342	55.52%
PENSION & OTHER FR	2,264,439	666,369	29.43%	10	2,200,737	22,270	1.01%
TRANSFERS	600,000	600,000	100.00%	11	645,000	645,000	100.00%
OTHER AGENCIES	4,721,927	4,460,502	94.46%	12	4,650,182	4,383,424	94.26%
	<u>53,223,888</u>	<u>24,521,627</u>			<u>51,944,964</u>	<u>24,120,492</u>	

November 2015 Anticipated %

41.67%

Reference - for category budgets that are not within 5% of Anticipated

- 1 - City Clerk's expenditures are lower due to upcoming June elections
- 2 - Central Services - Billings to other General Fund departments is only done on a quarterly basis, therefore expenses appear higher.
- 3 - Human Resources expenditures related to labor relations costs are less than anticipated, there will be additional costs in the coming months.
- 4 - Motor Pool annual base fleet charges have been recorded. Only additional work will be recorded as revenue in the coming months.
- 5 - Finance is overexpended as audit costs are not allocated to various funds until audit is finalized - typically January.
- 6 - Insurance is a credit as we allocate entire year's premiums to appropriate departments but have only paid a portion of the annual premium.
- 7 - Parks & Recreation due to the seasonal nature of pools, camp, and sawyer arena costs expenditures are not incurred evenly.
- 8 - Debt Service is based on when the principal and interest payments occur, the variance is due to timing of payments.
- 9 - Tax Increment Financing - The variance is due to a transfer of mall area tif funds having not yet been entered.
- 10 - Pension & Other Fringe contains the pension obligation bond debt service, the principal payment is due in June.
- 11 - Transfers to fund capital items are completed at the beginning of the year, therefore fully expended.
- 12- Other Agencies larger contributions are scheduled at the beginning of the year to generate checks automatically therefore fully expended