

1 **COMMISSIONERS MEETING**

2 **July 12, 2023**

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7 At a regular meeting of the County Commissioners of the County of York, begun and
8 holden at the York County Government Building in Alfred, within and for the County of York,
9 being held on Wednesday, July 12, 2023, A. D. at 5:00 P. M.

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12 **COMMISSIONERS PRESENT:**

- 13 Richard R. Dutremble-excused
- 14 Richard Clark
- 15 Robert Andrews-excused
- 16 Justin Chenette
- 17 Donna Ring

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21 County Manager Gregory Zinser and Deputy County Manager Linda Corliss were present at the
22 meeting.

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24 **YOU ARE INVITED TO RISE AND SALUTE THE FLAG OF THE UNITED STATES**

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26 **07-12-2023 ITEM**

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29 **1 PUBLIC COMMENT(S) ON ANY ITEM(S)**

30 None

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32 **2 TO APPROVE THE MINUTES OF THE FOLLOWING MEETINGS:**

- 33 a. Commissioners' special meeting of June 21, 2023
- 34 Commissioner Clark motioned to approve the minutes. Commissioner Ring
- 35 seconded the motion. Vote 3-0.

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37 **3 TO APPROVE TREASURER'S WARRANTS**

- 38 a. Warrants to be approved on June 14, 2023 in the amount of \$509,195.68
- 39 Commissioner Clark motioned to approve the warrant. Commissioner Ring
- 40 seconded the motion. Vote 3-0.
- 41 b. Warrants to be approved on June 21, 2023 in the amount of \$782,455.41
- 42 Commissioner Clark motioned to approve the warrant. Commissioner Ring
- 43 seconded the motion. Vote 3-0.
- 44 c. Warrants to be approved on June 28, 2023 in the amount of \$350,376.99
- 45 Commissioner Clark. Ring seconded. Vote 3-0.
- 46 d. Warrants to be approved on July 05, 2023 in the amount of \$782,935.22
- 47 Commissioner Clark motioned to approve the warrant. Commissioner Ring
- 48 seconded the motion. Vote 3-0.

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4 TO HEAR ANY REPORTS FROM THE COUNTY COMMISSIONERS

Commissioner Ring shared that she had read an article recently in the newspaper about the ten most favorite places in Maine and that four were in York County.

5 NEW BUSINESS

Waited to hear until the end of new business in the event appellant arrived

a. MacDougal v. Town of Buxton Tax Abatement Denial Appeal Hearing- County Manager Zinser explained that the Commissioners can vote to hold on another day or vote to deny the Appeal.

Commissioner Chenette stated that he was open to extend and see if they arrived at an equitable conclusion. Commissioner Ring added that she feels badly denying it but that she does have questions of the appellant and that they can go to Superior Court.

Commissioner Clark commented that he was prepared to move forward but nobody was here.

Commissioner Clark moved to deny the tax abatement denial appeal of Mr. MacDougal. Commissioner Ring seconded the motion. Vote 3-0.

b. To review and seek approval of District Attorney's Rental Space agreement County Manager Zinser reviewed the Agreement with the Commissioners and explained that it was to rent a very small room in the new courthouse. The annual cost of the lease is \$4,255.08 for a 425.5 sq. ft. room in the new courthouse. He added that the District Attorney is hopeful that the Commissioners will approve and sign.

DISCUSSION: Commissioner Ring asked if this is common practice? County Manager Zinser replied that we did have one agreement with Biddeford that we had to pay rent for.

Commissioner Clark motioned to approve the lease between the State of Maine and County of York at a cost of \$4,255.08. Commissioner Ring seconded the motion.

DISCUSSION: Commissioner Chenette asked if this is for a 10-year lease?

County Manager Zinser replied, yes and that the rate stays the same. Vote 3-0.

c. To review and seek approval of Contract Deputy Agreement for the town of Arundel.

County Manager Zinser explained that this is a standard contract that the Commissioners see every year. He added that there are no major changes and this contract has already been approved by the Town of Arundel.

He added that other towns have their contracts and he hopes by August to have them returned.

Commissioner Ring motioned to approve the Contract for two deputies for the Town of Arundel. Commissioner Clark seconded the motion. Vote 3-0.

d. To seek approval from Commissioners on FY24 tax commitment

Commissioner Clark motioned to approve the tax commitment as approved by the budget committee with a late payment charge of 8%.

Commissioner Ring seconded the motion. Vote 3-0.

e. H.R. Director Corliss to seek approval of hiring/transfers of the following:

i. Hannah Neer in the position of Reserve Corrections Officer in the York County Sheriff's Office with an effective date of hire of July 3, 2023.

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Commissioner Clark motioned to approve the hiring of Hannah Neer in the position of Reserve Corrections Officer in the York County Sheriff's office with a start date of July 3, 2023. Commissioner Ring seconded the motion. Vote 3-0.

- ii. Allison Milliard in the position of Reserve Corrections Officer in the York County Sheriff's Office with an effective date of hire of July 3, 2023
Commissioner Clark motioned to approve the hiring of Allison Milliard in the position of Reserve Corrections Officer with a start date of July 3, 2023. Commissioner Ring seconded the motion. Vote 3-0.
- iii. Shelley Melendez in the position of full-time Corrections Officer in the York County Sheriff's Office with an effective date of hire of July 10, 2023. Commissioner Clark motioned to approve the hiring of Shelley Melendez in the position of full-time Corrections Officer in the York County Sheriff's office with an effective date of hire of July 10, 2023. Commissioner Ring seconded the motion.

DISCUSSION: Commissioner Ring asked about these new hires being related. She asked is there not a policy on working and being related and working in the same department. She added that then when there are any issues in the family, they are all out at the same time. This is a concern that we have had in the past, she stated.

H.R. Director Corliss explained they were looking to relocate and have family in Lyman and the new hire is the daughter of a former employee of the jail. She and her husband have both worked shift work in the past. We did look at the policy and it is allowable but not recommended, stated H.R. Director Corliss. There is also the employment of relatives in the county policy. If there is an issue, one must resign and if not, we will choose. We had them sign an acknowledgement.

Commissioner Ring responded that she is okay if they have signed an agreement. Sheriff King stated he is comfortable with these hirings.

Commissioner Chenette asked if they will be working different shifts?

H.R. Director Corliss replied not for training, but once completed their training, they will start out on different shifts. Overtime may result in them working the same shift.

Commissioner Clark stated that he shares the same concerns as Commissioner Ring and is not happy about this but will vote yes. Vote 3-0.

- iv. Rene Melendez in the position of full-time Corrections Officer in the York County Sheriff's Office with an effective date of hire of July 10, 2023. Commissioner Ring motioned to approve the hiring of Rene Melendez in the position of full-time Corrections Officer in the York County Sheriff's Office with an effective date of hire of July 10, 2023. Commissioner Clark seconded the motion. Vote 3-0.
- v. Jacob Melendez in the position of full-time Corrections Officer in the York County Sheriff's Office with an effective date of hire of July 10, 2022
Commissioner Ring motioned to approve the hiring of Jacob Melendez in the position of full-time Corrections Officer in the York County Sheriff's Office with a date of hire of July 10, 2023. Commissioner Clark seconded the motion. Vote 3-0.

H.R. Director Corliss informed all that with these new hires there are currently 47 full-time corrections officers.

- vi. Nathaniel Melvin in the position of full-time Legal Secretary in the District Attorney's Office with an effective date of hire of July 24, 2023

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Commissioner Clark motioned to approve the hiring of Nathaniel Melvin in the position of full-time Legal Secretary in the District Attorney's Office with an effective date of hire of July 24, 2023. Commissioner Ring seconded the motion.

DISCUSSION- Commissioner Ring asked if this position is class 5 in the (MSEA) union? H.R. Director Corliss responded, yes. Vote 3-0.

vii. Lauri Winter in the position of full-time Trial Manager in the District Attorney's Office with an effective date of hire of July 24, 2023

Commissioner Clark motioned to approve the hiring of Lauri Winter in the position of full-time Trial Manager in the D.A.'s office with an effective date of hire of July 24, 2023. Commissioner Ring seconded the motion. Vote 3-0.

viii. Christina Hotaling in the position of full-time Finance Generalist in the Finance Department with an effective date of hire of July 24, 2023

Commissioner Clark motioned to approve the hiring of Christina Hotaling in the position of full-time Finance Generalist in the Finance Department with an effective date of hire of July 24, 2023. Commissioner Ring seconded the motion. Vote 3-0.

ix. Michaela Susbury in the position of full-time Victim Witness Advocate in the District Attorney's Office with an effective date of hire of July 31, 2023
Commissioner Clark motioned to approve the hiring of Michaela Susbury in the position of full-time Victim Witness Advocate in the District Attorney's Office with an effective date of hire of July 31, 2023. Commissioner Ring seconded the motion. Vote 3-0.

x. Christopher Mowatt transfer from the York County Sheriff's Office/Corrections to the position of full-time Legal Secretary in the District Attorney's Office with an effective date of transfer of July 24, 2023
Commissioner Clark motioned to approve the transfer of Christopher Mowatt from the York County Sheriff's Office to the position of full-time legal secretary in the District Attorney's Office with an effective date of transfer of July 24, 2023. Commissioner Ring seconded the motion.

DISCUSSION: Commissioner Ring asked how does this transfer work with the pay scale. H.R. Director Corliss explained that the MSEA pay scale B, grade 5 would apply to him. He does not transfer over with the rate of pay as a corrections officer. Vote 3-0.

xi. Astrid Marshall transfer from the Registry of Deeds Office to the position of full-time Restitution Clerk in the District

Attorney's Office with an effective date of transfer of July 24, 2023

Commissioner Clark motioned to approve the transfer of Astrid Marshall from the Registry of Deeds to the position of full-time Restitution Clerk in the District Attorney's Office with an effective date of transfer of July 24, 2023. Commissioner Ring seconded the motion. Vote 3-0.

Commissioner Clark asked H.R. Director Corliss what does she attribute the improvement in hiring?

H.R. Director Corliss responded that they have been working pretty hard. Some are recent graduates. We are attending the job fairs and highlighting the benefits (retirement, health benefits, etc.). She added that she is hoping to have another 15 people for the October academy.

Commissioner Clark thanked H.R. Director Corliss for her efforts.

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County Manager Zinser explained that there was a last-minute e-mail request from the Biddeford/Saco/OOB Transit Authority asking for a letter of support for the next 5 years.

Commissioner Clark motioned to approve the letter and authorize the County Manager to sign. Commissioner Ring seconded the motion. Vote 3-0.

6 OLD BUSINESS

- a. To review and seek approval of Findings of Fact for Willey v. Town of Berwick Tax Abatement Denial Appeal Hearing

County Manager Zinser reminded the Board that they approved the appellant's request at a prior meeting.

Commissioner Clark motioned to approve and sign the Findings of Facts. Commissioner Ring seconded the motion. Vote 3-0.

Commissioner Chenette asked about the dredge. County Manager Zinser replied that while he had received e-mails from some as to the cost of offloading of the dredge to be around \$17,000, he has had no communication from the City of Saco. He continued that his preference is to wait to hear from the City of Saco with the exact cost.

Commissioner Chenette asked have we communicated with them?

The County Manager responded that they should be aware but that he will send them an e-mail.

Commissioner Chenette asked if there was any update regarding our representation on the Dredge Authority. County Manager Zinser replied that he notified them that the Commissioners wanted to be on the Board and they replied they want someone who approves of the dredge.

Commissioner Chenette asked the County Manager had he received communications from the Dredge Authority members to have a meeting this week?

County Manager Zinser replied, yes, and that he has asked Kathy to schedule that. The meeting is in two weeks and we will have a conversation and fill them in on where we have ended. I will advise them to approach the Board.

County Manager Zinser added that the Commissioners' directive to him was to retain full ownership of the dredge and lease it to the Authority. You reserve the right to change your vote, he added.

Commissioner Chenette stated that a public discussion would be very helpful rather than back and forth e-mailing.

Commissioner Clark commented that no one has the right to direct this Board who they want on the Authority.

County Manager Zinser stated that we will have more of a comprehensive discussion at the August meeting.

7 TO CONDUCT AN EXECUTIVE SESSION ON PERSONNEL ISSUES PURSUANT TO 1 M.R.S.A. § 405 (6) (A), ACQUISITION OF

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REAL PROPERTY OR ECONOMIC DEVELOPMENT PURSUANT TO 1 M.R.S.A. § 405 (6) (C), LABOR NEGOTIATIONS PURSUANT TO 1 M.R.S.A. § 405 (6) (D) AND CONSULTATION WITH LEGAL COUNSEL PURSUANT TO 1 M.R.S.A. § 405 (6) (E), REVIEW OF CONFIDENTIAL RECORDS PURSUANT TO 1 M.R.S.A. § 405 (6) (F)

None

8 PUBLIC COMMENT(S) ON ANY ITEM(S)

None

9 ADJOURN

Commissioner Clark motioned to adjourn. Commissioner Ring seconded the motion. Vote 3-0. Meeting adjourned at 5:52 p.m.

DRAFT

**AGREEMENT BETWEEN YORK COUNTY
AND THE
TOWN OF WATERBORO**

**“LAW ENFORCEMENT SERVICES”
For Two Deputies**

This agreement effective the 1st day of July, 2023 by and between the COUNTY OF YORK (HEREINAFTER REFERRED TO AS “York County” and the TOWN OF WATERBORO, a body politic and Corporate and having a place of business in the County of York and State of Maine (hereinafter Referred to as “the Town”).

WITNESSETH

Whereas, the Town is desirous of contracting with York County for supplemental Law Enforcement Services which are more particularly described herein:

WHEREAS, pursuant to Title 30 A Section 452:

The Sheriff in each county, in person or by the sheriff's deputies, to the extent the sheriff undertakes to patrol, shall patrol those areas in the county that have no local law enforcement but may not be required by law to patrol the entire county. The county commissioners, with the sheriff's agreement, may enter into a contract with a municipality under section 107 to provide specific patrol services by the sheriff's office in return for payment for these services.

The Sheriff has the authority to assign a Deputy to the Town of Waterboro and York County is willing to provide said law enforcement services. In consideration of the mutual promises by each party to the other and other good and valuable consideration, the receipt of which hereby acknowledged, the parties covenant as follows:

1. SERVICES

- A. York County agrees, through the Sheriff's office to provide to the Town supplemental law enforcement services of a fully trained deputy who is a graduate of the Maine Criminal Justice Academy (MCJA).
- B. York County agrees that the deputy shall provide police protection and law enforcement services to the Town practicing the tenets and philosophy known as Community Policing. The assigned deputy will work within the corporate limits of the Town as such hours as are mutually agreed upon by both parties. Such services shall include, but not by way of limitation, patrolling the Town of Waterboro, responding to citizens' calls for aid, responding to complaints, enforcing State statutes and local ordinances as pertain to public safety, rendering assistance in emergencies and exercising the statutory and common law powers and duties of the sheriff for the benefit of the Town. The services of the deputy shall also include such other duties as the Town shall reasonably request to ensure as needed and within the confines of the collective bargaining agreement. York County agrees to provide written summary of service activities once per month to the Town, send a representative to the Selectmen's meeting (monthly or less frequent) as requested by the Selectmen, attend annual Town Meeting and Election Days. York County Sheriff's Office shall provide Administrative and Supervisory support services to the contract deputy. These services shall be subject to the terms set forth in the York County Employee Personnel Manual, York County Patrol Association Collective Bargaining Contract and the York County Sheriff's Office Policies and Procedures Manual.

**AGREEMENT BETWEEN YORK COUNTY
AND THE
TOWN OF WATERBORO**

- C. York County Shall provide the Town with the following reports at dates specified:

<u>Report</u>	<u>Date</u>
Schedule for deputy assigned to Waterboro	as prepared
Monthly categorical summary of calls for service for the assigned Waterboro deputies	15 th of following month
Monthly summary of moving traffic stops with breakdown between warnings and summons	15 th of following month
Copies of approved collective bargaining agreements Agreement that pertains to deputy assigned to Waterboro	within 15 days of approval by Sheriff

- D. The Town understands that the deputy assigned to the Town may leave the corporate limits of the Town in order to respond to bona fide emergencies at the specific request of established law enforcement agencies. Bona fide emergencies do not include responding to routine calls in other towns. Bona fide emergencies include such items as, responding to an armed robbery, aiding another officer making an arrest and other issues here public safety is at risk. The deputy so responding shall return to duty in the Town as soon as possible. The Town recognizes that the County of York has a contractual obligation to the deputy to provide up to 400 hours of PTO (paid time off) and the deputy will be absent for training purposes to maintain his law enforcement certification with the MCJA. The Town understands that its law enforcement services will be provided by the regular/routine patrol deputy when its contract deputy is on any type of leave, days off, or in training and the coverage received will be the same as towns without contract deputies.
- E. York County shall consult with the Town a minimum of (14) fourteen days prior to permanent assignment of any deputy to Waterboro or permanent re-assignment of any deputy out of Waterboro. "Permanent" shall be considered any period of time exceeding (60) sixty calendar days.
- F. York County shall make all decisions regarding hiring, retention, and termination of the deputy However; York County shall replace the deputy with an individual meeting the qualifications in this contract as soon as practical unless the parties agree to some other arrangement. York County shall allow and invite a representative (s) from the Town to participate in the hiring of the deputy
- G. York County agrees to maintain the vehicle per the manufacturers recommended maintenance schedule. The County of York further will ensure the vehicle has all of the necessary emergency equipment and communication devices. The Town understands that the vehicle will be used for patrolling outside of the Town boundaries when the contract deputy works overtime or has out of Town official business, to include but not limited to training and meetings.

**AGREEMENT BETWEEN YORK COUNTY
AND THE
TOWN OF WATERBORO**

H. The selection and hiring process shall comply with York County hiring practices as stipulated in the York County Collective Bargaining Agreement, and Policy and Procedures of the Sheriff's Department. The selection process will include representatives from the Town of Waterboro as participants in this process. Due weight will be given to the Town's preference for a particular deputy; however, final decisions regarding employment reside with the Sheriff with approval of the County Commissioners.

2. REPRESENTATION OF COUNTY

York County hereby represents and acknowledges that those services described in section #1 of this agreement would not be provided through any appropriations of the annual budget of York County, in the event of this agreement did not exist.

3. TERM

York County agrees to provide the service specified in this contract for a period of 12 months commencing the **1st day of July, 2023** and terminating, the **30th day of June, 2024**, unless this contract is earlier terminated as set forth in Section 8 hereof, with a yearly review for adjustments to the Community Policing Program and all costs.

4. ADDITIONAL PERSONNEL

If, in the judgment of York County, additional temporary law enforcement personnel are available during the term of this contract, York County agrees to provide the Town with such additional personnel that the Town may request, provided that within a reasonable time in advance or employment the Town furnishes York County with a written statement of the required term of service and for said additional personnel and agrees, in writing to pay the cost computed at a rate consistent with that of Section #4 hereof.

5. COSTS

The Town agrees to pay York County for each year, those estimated base amounts reflected in Addendum I, attached hereto in and incorporated herein by reference (hereinafter referred to as the "base amount") subject to increase or decrease as provided in paragraph B below.

- A. The Town shall pay the base amount in bi-annual installments, April and October.
- B. The base amount is for salary, benefits, and daily operational costs only. *It is understood that Capital costs for vehicle (s) are negotiated separately of this contract.* The base amount may increase or decrease depending on increases/decreases in social security, payroll liabilities, and/or insurance as well as increased benefits including, but not limited to any such benefits granted in any applicable collective Bargaining Agreement. Any such increased shall be paid by the Town to York County following written notice/invoice thereof detailing the increase(s). York County shall administer the payment of the deputy's salary and fringe benefits and maintain records open for inspection by the Town for the duration of this agreement.

See Addendum 1 hereto and made part hereof.

**AGREEMENT BETWEEN YORK COUNTY
AND THE
TOWN OF WATERBORO**

6. INDEMINITY

York County shall indemnify and hold harmless the Town, its officers, employees, and agents from all claims, losses, damages, including property damages, personal injury, death, or other liability, directly or indirectly, arising out of the provision of law enforcement services set forth in this Agreement. This indemnity shall include the obligation to assume the Town's defense for any claims or actions brought against the Town that arise from York County's performance of law enforcement services under this Agreement, including, but not limited to, costs and attorney's fees. The County's indemnification obligation shall not serve to waive or alter in any way the terms, provisions, and protections contained in the Maine Tort Claims Act or any other rights that the County may have thereunder or pursuant to other applicable law. To the extent the Town has insurance coverage for any claims, demands, costs, or judgment under this Agreement, the parties agree the County's coverage will be primary and the Town's coverage secondary.

7. STANDARD OF PERFORMANCE

The Town and York County shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of the deputy performed under this contract. Provided, however that York County shall make good the final determination on said issues. York County 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 matter shall remain exclusively with York County.

8. TERMINATION

This contract shall expire **June 30, 2024** unless extended as set forth in Section 9 hereof. In the event the contract deputy's salary and/or costs are supported by federal, state, or Department of Justice grant funding, should the Town exercise the early termination provision above, the Town will remain financially liable to the County for all salary and/or costs which remain due and owing pursuant to the grant as well as any penalty or recoupment imposed under the grant contract. This provision is intended to leave the County in the same financial position as if the agreement had been performed in full.

9. EXTENTION

Unless terminated by written notice, as agreed in the above provided article, all rights and privileges herein granted, together with all other provisions of this contract, shall continue in full force and effect, subject to necessary negation of any added cost factors, for an additional period of (30) thirty days from the date of expiration. Either party shall notify the other party in writing if it does not desire the contract extended for such an additional period.

10. ENTIRE AGREEMENT

This instrument embodies the entire agreement of the parties. There is no promise terms, conditions, or obligations other than those contained here; and this contract shall superseded all previous communications, representatives, or agreements, either verbal or written, between the parties hereto.

**AGREEMENT BETWEEN YORK COUNTY
AND THE
TOWN OF WATERBORO**

This Agreement contains the entire agreement of the parties, and neither party shall be bound by any statement of 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 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, who 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 not 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.


IN WITNESS WHEREOF, THE TOWN OF WATERBORO, by order duly sworn by its Town Selectmen, had caused this contract to be signed by the Town Administrator and the County of York, BY ORDER OF THE County Commissioners, has caused this Contract to be subscribed by the Clerk of Said Board, all in the day and years first above written.

SIGNED, SEALED, AND DELIVERED on this date of _____

IN THE PRESENCE OF: COUNTY OF YORK

BY: _____
York County Manager

William L. King, Jr., Sheriff of York County

SIGNED, SEALED, AND DELIVERED on this date of 7/18/2023  _____
ASST. CLERK

IN THE PRESENCE OF: 7/18/2023 TOWN OF WATERBORO

State of Maine Date: 7/18/2023 BY:  _____
York County Matthew Bors, Town Administrator

"LAW ENFORCEMENT SERVICES"

This agreement EFFECTIVE the 1st day of July, 2023 by and between the COUNTY OF YORK (HEREINAFTER REFERRED TO AS "York County" and the TOWN OF PARSONSFIELD, a body politic and corporate and having a place of business in the County of York and State of Maine (hereinafter referred to as "the Town").

WITNESSETH

Whereas, the Town is desirous of contracting with York County for supplemental Law Enforcement services which are more particularly described herein:

WHEREAS, pursuant to Title 30-A Section 452:

The sheriff in each county, in person or by the sheriff's deputies, to the extent the sheriff undertakes to patrol, shall patrol those areas in the county that have no local law enforcement but may not be required by law to patrol the entire county. The county commissioners, with the sheriff's agreement, may enter into a contract with a municipality under section 107 to provide specific patrol services by the sheriff's department in return for payment for these services.

The Sheriff has the authority to assign a Deputy to the town of PARSONSFIELD and York County is willing to provide said law enforcement services. In consideration of the mutual promises by each party to the other and other good and valuable consideration, the receipt of which here by acknowledged, the parties covenant as follows:

1. SERVICES

- York County agrees, through the Sheriff's Office to provide to the Town supplemental law enforcement services of a fully trained deputy who is a graduate of the Maine Criminal Justice Academy (MCJA).
- York County agrees that the deputy shall provide police protection and law enforcement services to the Town practicing the tenets and philosophy known as Community Policing. The assigned deputy will work full-time within the corporate limits of the Town. Such services shall include, but not by way of limitation, patrolling the Town of Parsonsfield responding to citizens' calls for aid, responding to complaints, enforcing State statutes and local ordinances as pertain to public safety, rendering assistance in emergencies and exercising the statutory and common law powers and duties of the sheriff for the benefit of the Town. The services of the deputy shall also include such other duties as the Town shall reasonably request to ensure adequate police protection; provided, however that York County Sheriff's Office shall make the sole determination of the reasonableness of the Town's request for additional services of law enforcement of the deputy. York County agrees to provide written summary of service activities once per month to the Town, send a representative to the Selectmen's meeting (monthly or less frequent) as requested by the Selectmen, attend annual Town Meeting and Election Days. York County Sheriff's Office shall provide Administrative and Supervisory support services to the contract deputy. These services shall be subject to the terms set forth in the York County Employee Personnel Manual, York County Patrol Association Collective Bargaining Contract and the York County Sheriff's Office Policies and Procedures Manual.
- York County Shall provide the Town with the following reports at dates specified:

<u>Report</u>	<u>Date</u>
Schedule for deputy assigned to Parsonsfield	as prepared
Monthly categorical summary of calls for service	15 th of following month
Monthly summary of moving traffic stops with Breakdown between warnings and summons	15 th of following month

- The Town agrees that the deputy assigned to the Town may leave the corporate limits of the Town in order to respond to bona fide emergencies at the specific request of established law enforcement agencies. The deputy so responding shall return to duty in the Town as soon as possible. The Town recognizes that the County of York has a contractual obligation to the deputy to provide him up to 400 hours of PTO (paid time off) and the deputy will be absent for training purposes to maintain his law enforcement certification with the MCJA. The Town understands that its law enforcement services will be provided by the regular/routine patrol deputy when its contract deputy is on any type leave, days off or in training and the coverage received will be the same as towns without contract deputies.
 - The Town of Parsonsfield has opted for coverage when the regularly assigned deputy is unable to patrol for reasons specified above. The sheriff's office will make every effort to backfill the position with other officers. The Town will be billed \$62.50 per hour for this additional service. This hourly fee is subject to change on a yearly basis as salary rates change and/or other contractual changes.
- York County shall consult with the Town a minimum of (14) fourteen days prior to permanent assignment of any deputy to Parsonsfield or permanent re-assignment of any deputy out of Parsonsfield. "Permanent" shall be considered any period of time exceeding (60) sixty calendar days.
- York County shall make all decisions regarding hiring, retention and termination of the deputy, provided, however, that York County shall replace the deputy with an individual meeting the qualifications in this contract and provided further that York County will replace the deputy as soon as practical unless the parties agree to some other arrangement. York County shall allow and invite a representative(s) from the Town to participate in the hiring of the deputy.
- York County agrees to maintain the vehicle per the manufacturers recommended maintenance schedule. The County of York further will ensure the vehicle has all of the necessary emergency equipment and communication devices. The Town understands that the vehicle will be used for patrolling outside of the Town boundaries when the contract deputy works overtime or has out of Town official business, to include but not limited to training and meetings.
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- The selection and hiring process shall comply with York County hiring practices as stipulated in the York County Collective Bargaining Agreement, and Policy and Procedures of the Sheriff's Department. The selection process will include representatives from the Town of Parsonsfield as participants in this process. However, final decisions regarding employment reside with the Sheriff.

2. REPRESENTATION OF COUNTY

York County hereby represents and acknowledges that those services described in section #1 of this agreement would not be provided through any appropriations of the annual budget of York County, in the event this agreement did not exist.

3. TERM

York County agrees to provide the service specified in this contract for a period of 12 months commencing **1st day of July, 2023** and terminating on the **30th day of June, 2024**, unless this contract is earlier terminated as set forth in Section 8 hereof, with a yearly review for adjustments to the Community Policing Program and all costs.

4. ADDITIONAL PERSONNEL

If, in the judgment of York County, additional temporary law enforcement personnel are available during the term of this contract, York County agrees to provide the Town with such additional personnel that the Town may request, provided that within a reasonable time in advance of employment the Town furnishes York County with a written statement of the required term of service and for said additional personnel and agrees, in writing to pay the cost computed at a rate consistent with that of Section #4 hereof.

5. COSTS

The Town agrees to pay York County for each year, those estimated base amounts reflected in Addendum I, attached hereto in and incorporated herein by reference (hereinafter referred to as the "base amount") subject to increase or decrease as provided in paragraph B below.

- The Town shall pay the base amount in quarterly installments.
- The base amount is for salary, benefits and daily operational costs only. *It is understood that Capital costs for vehicle(s) are negotiated separately of this contract.* The base amount may increase or decrease depending on increases/decreases in social security, payroll accruals and/or insurance as well as increased benefits including, but not limited to any such benefits granted in any applicable collective Bargaining Agreement. Any such increases shall be paid by the Town to York County following written notice/invoice thereof detailing the increase(s). York County shall administer the payment of the deputy's salary and fringe benefits and maintain records open for inspection by the Town for the duration of this agreement.
See Addendum 1 hereto and made part hereof.

6. INDEMNITY

York County shall indemnify and hold harmless the town, its officers, employees, and agents from all claims, losses, damages, including property damages, personal injury, death, or other liability, directly or indirectly, arising out of the provision of law enforcement services set forth in this Agreement. This indemnity shall include the obligation to assume the town's defense for any claims or actions brought against the town that arise from York County's performance of law enforcement services under this Agreement, including, but not limited to, costs and attorney's fees. The County's indemnification obligation shall not serve to waive or alter in any way the terms, provisions, and protections contained in the Maine Tort Claims Act or any other rights that the County may have thereunder or pursuant to other applicable law. To the extent the town has insurance coverage for any claims, demands, costs, or judgment under this Agreement, the parties agree the County's coverage will be primary and the town's coverage secondary.

7. STANDARD OF PERFORMANCE

The Town and York County shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of the deputy performed under this contract. Provided, however that York County shall make good the final determination on said issues. York County 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 matter shall remain exclusively with York County.

8. TERMINATION

This contract shall expire **June 30th, 2024** unless extended as set forth in Section 9 hereof. In the event the contract deputy's salary and/or costs are supported by federal, state or Department of Justice grant funding, should the town exercise the early termination provision above, the town will remain financially liable to the County for all salary and/or costs which remain due and owing pursuant to the grant as well as any penalty or recoupment imposed under the grant contract. This provision is intended to leave the county in the same financial position as if the agreement had been performed in full

9. EXTENTION

Unless terminated by written notice, as agreed in the above provided article, all rights and privileges herein granted, together with all other provisions of this contract, shall continue in full force and effect, subject to necessary negation of any added cost factors, for an additional period of (30) thirty days from the date of expiration. Either Party shall notify the other party in writing if it does not desire the contract extended for such an additional period.

10. ENTIRE AGREEMENT

This instrument embodies the entire agreement of the parties. There is no promise terms, conditions, or obligations other than those contained here; and this contract shall supersede all previous communications, representatives or agreements, either verbal or written, between the parties hereto.

This Agreement 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 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, who 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

IN WITNESS WHEREOF, THE TOWN OF PARSONSFIELD, by order duly sworn by its Town Selectmen, had caused this contract to be signed by the Town Selectmen and the County of York, BY ORDER OF THE County Commissioners, has caused this Contract to be subscribed by the Clerk of Said Board, all in the day and years first above written.

SIGNED, SEALED AND DELIVERED on this date of _____

IN THE PRESENCE OF: COUNTY OF YORK

By: _____
York County Manager

William L. King Jr.
Sheriff of York County

SIGNED, SEALED AND DELIVERED on this date of _____

IN THE PRESENCE OF: TOWN OF PARSONSFIELD

By: _____
Selectman

Selectman

Selectman

IN THE PRESENCE OF: COUNTY OF YORK

By: _____
York County Manager

William L. King Jr.
Sheriff of York County

SIGNED, SEALED AND DELIVERED on this date of _____

IN THE PRESENCE OF: TOWN OF PARSONSFIELD

By: Edward D. Borden _____ Selectman
David Allen _____ Selectman
[Signature] _____ Selectman

July 5, 2023

York County Commissioners and York County Registry of Deeds
45 Kennebunk Road, Alfred, ME 04002

Contacts: Gregory Zinser, York County Manager gtzins@yorkcountyme.gov
Nancy Hammond, Registrar of Deeds nehammond@yorkcountyme.gov

York County Archives Project-Phase 3 Proposal

The Plan of Work outlined below covers recommendations in the York County Archives Project Phase 2 Report, June 2023, as well as questions that came up after the report was submitted. Lilly Archival could be available to begin in late August 2023.

This proposal extends the Archival Services Agreement dated September 30, 2022, between the County of York and Lilly Archival with the following change:

- Section 6. Confidentiality—beginning on line 4, strike the phrase “or to make statement to anyone about the documents or the services being performed”.

Fees and Expenses

Plan of Work 22 days (15 onsite, 7 remote) @ \$360/day (note no charge for travel time; estimate is actual work days)	\$7,920
Lodging and meals	
Tasks 1-4 (3 nights) in August at \$275 per diem	\$ 825
Tasks 5-11 (10 nights) Sept/Oct at \$219 per diem	\$2,190 *
Meals and incidentals-5 travel days at \$50	\$ 250
Total	\$11,185

Please contact me to negotiate the plan of work and/or proposed schedule as needed.

Date proposal and budget were accepted (as written or revised): _____

Signed on behalf of York County Date

Signed on behalf of Lilly Archival Date

* Five days of September lodging might be deducted due to house sitting in Alfred, if schedules align.

York County Archives Project–Phase 3 Proposal: Plan of Work

Tasks	Projects	Days
1	Meet with Maine State Archives (MSA) <ul style="list-style-type: none"> • Propose meeting with MSA in order to guide planning • Write an outline/agenda for discussing shared objectives and opportunities • Meet with representatives of MSA and YCC, at either location or virtually • Write report summarizing discussion and outlining action items (if any) 	1
2	Planning for microfilm access and conversion to digital files <ul style="list-style-type: none"> • Compile report on MSA, IQS, and other sources for converting film to digital • Note that while digital is expedient for public access, MSA considers microfilm standard preservation • Test equipment available for free use at Maine State Library for scanning tightly bound volumes (estimate based trip from Alfred to Augusta and back in one day) • Consider replacing the failing analog microfilm reader/printer asap. Though not in the Phase 2 report, a detailed recommendation includes: <ul style="list-style-type: none"> ○ modern version makes film readable on a digital monitor onsite ○ current machine could fail at any time and no repair/parts options exist ○ staff and visitors require current access to microfilm ○ microfilm access will continue to be back-up to digital access 	2
3	Online hosting Investigate and report options <ul style="list-style-type: none"> • Note: digitizing films (see Task 2) and launching online access are two steps. Indexing and cataloging presents another set of challenges (see Task 4) • IQS will provide a proposal and timeline for online public access through a subsection of the YC Registry of Deeds site • MSA hosts digitized collections in an online repository (digitalmaine.com), which is available to host municipal records in general 	1
4	Indexing for staff and public access Research and outline a phased approach including but not limited to: <ul style="list-style-type: none"> • Basic cataloging (routine for books and archives) • System for cross referencing packets, docket books, and record books ** • Convert card index for court/commissioners records related to roads • Use names, towns, subjects, etc. indexed at the start of some (not all) volumes • Convert back-of-the-book indexes in printed volumes of early records 	2.5
5	Write report summarizing Tasks 1-4 Follow-up meeting with County Manager and Registrar of Deeds, if appropriate	1

6	Maps from Deeds and Commissioners' records <ul style="list-style-type: none"> ● 50 maps/plans require flattening, filing/rolling, and organizing (deeds vs YCC) <ul style="list-style-type: none"> ○ Instruct staff for this process requiring 2 people for 2 hrs/day over 4 weeks ○ Offer guidance (remotely) as needed ● Identify and assess another 30 or so that require a lower level of attention ● Separate materials recommended for disposal and/or recycling ● Recommend next steps in Task 11 report (related to Tasks 2, 3, and 4 above) 	2
7	"Keep Forever" Boxes <ul style="list-style-type: none"> ● Improve storage conditions for safe handling ● Process and assess Commissioners' files and unrecorded deeds <ul style="list-style-type: none"> ○ See "schedule books" for record of recording by date ○ Estimate work plan based on processing a representative sample ○ Assign a system of box and folder numbers ○ Write a preliminary inventory with series descriptions and container lists ● Recommend next steps in Task 11 report (related to Tasks 2, 3, and 4 above) 	6
8	Commissioners Records storage room (basement) <ul style="list-style-type: none"> ● Process Case/Docket files prior to microfilm/digitization <ul style="list-style-type: none"> ○ Review Phase 2 report and query other counties on preservation and access ○ Who will do this work and when? (See Phase 2 report, Task 3, page 5, line 10 "Staffing".) Answers will guide budget estimate ○ Estimate supplies, document boxes and folders, required ● Dust and organize historical record books found; move them to appropriate storage for preservation, cataloging and possible digitizing 	1
9	Bell Tower/Attic <ul style="list-style-type: none"> ● Check for additional material related to County Commissioners; two binders of 20th century meeting minutes were found by chance on third floor ● Examine framed photographs (mostly lawyers); ask encourage County to decide who should be responsible for them (Bar Association is interested) 	.5
10	Draft a guide to historical York County records (outline available materials, where accessed, and types of information found; for internal review and editing)	2
11	Phase 3 Report <ul style="list-style-type: none"> ● Recommendations arising from Tasks 1-10 ● Phase 4 proposal, projects, and budget 	3

** [See page 2 above, Task 4, bullet 2] Matching case/docket packets and docket book entries with record book reports is not straightforward. Cases began in a given year and continued from one session to the next until resolved. Thus, each docket page covers several years of cases. As well, case numbers changed in each successive year of continuation, and packets were filed in the year the case was resolved. We also found that corresponding information in record books often doesn't include a case # or docket book reference and vice versa.