

1 **COMMISSIONERS SPECIAL MEETING**

2 **June 21, 2023**

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5 *YORK,ss*

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7 At a special 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, June 21, 2023, A. D. at 5:00 P. M.

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12 **COMMISSIONERS PRESENT:**

- 13 Richard R. Dutremble
- 14 Richard Clark
- 15 Robert Andrews
- 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**

25
26 **06-21-2023 ITEM**

27
28 **1 PUBLIC COMMENT(S) ON ANY ITEM(S)**
29 None

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31 **2 TO APPROVE THE MINUTES OF THE FOLLOWING MEETINGS:**
32 a. Commissioners' regular meeting of June 7, 2023
33 Commissioner Clark motioned to approve the minutes of the regular meeting of
34 June 7, 2023. Commissioner Andrews seconded the motion. Vote 4-0
35 (Commissioner Dutremble not yet present) .

36
37 **3 TO APPROVE TREASURER'S WARRANTS**
38 a. Warrants to be approved on June 7, 2023 in the amount of \$840,977.91
39 Commissioner Clark motioned to approve the warrants. Commissioner
40 Andrews seconded the motion. Vote 4-0 (Commissioner Dutremble not yet
41 present).

42
43 **4 TO HEAR ANY REPORTS FROM THE COUNTY**
44 **COMMISSIONERS**
45 Commissioner Chenette thanked Commissioner Clark and Commissioner Ring for
46 attending Southern Maine Regional Planning and Development Commission's
47 annual dinner along with him.

48
49 Commissioner Chenette pointed out that there is a new item (5F) appearing on the
50 agenda that was a last-minute addition to approve the budget.
51

52 **5 NEW BUSINESS**

- 53 a. To review and seek approval of MSEA contract (executive session might be
54 necessary pursuant to 1 M.R.S.A. § 405 (6) (D) labor negotiations)
55 County Manager Zinser recommended this item be discussed in a brief
56 executive session and suggested we do so at the end of the New Business items.

57 ****HEARD AFTER ITEM 5d****

58 Commissioner Ring motioned to go into executive session pursuant to 1
59 M.R.S.A. § 405 (6) (D) labor negotiations)
60 Commissioner Andrews seconded the motion. Vote 4-0.

61
62 Commissioner Ring motions to come out of executive session. Commissioner
63 Andrews seconded the motion. Vote 4-0.
64

65 Commissioner Dutremble is now present at the meeting.
66

67 Commissioner Clark motioned to approve the M.S.E.A. contract and extension.
68 Commissioner Ring seconded the motion. Vote 5-0.
69

- 70 b. To review and possibly take action on letters seeking forgiveness of interest
71 payments on late tax payments from Biddeford and Buxton
72 County Manager Zinser explained that it has happened a few other times and the
73 Board has always waived the interest payments.
74

75 Commissioner Clark questioned what is the process? County Manager Zinser
76 stated that taxes are due on November 30th.

77 The County Manager continued that both Biddeford and Buxton had staff
78 changes and we were in the throes of our audit.

79 Commissioner Clark responded that he would hope that we would look at this.
80 He added that he does think that if they haven't paid in 90 days, we should bring
81 it to their attention by either a phone call or certified letter.
82

83 Commissioner Clark moved to grant forgiveness of the interest for late tax
84 payments from the City of Biddeford and the Town of Buxton. Commissioner
85 Andrews seconded the motion.
86

87 DISCUSSION: Commissioner Chenette agreed with Commissioner Clark and
88 stated that he is more concerned about our communication with them. We
89 should be able to identify things that are supposed to come in.
90 Vote 4-0.
91

- 92 c. H.R. Director Corliss to seek approval of hiring/transfers of the following:
93 i. Rachel Stansfield in the position of full-time Development Director
94 with an effective date of hire of July 10, 2023.
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96 Commissioner Clark motioned to approve the hiring of Rachel Stansfield in the
97 position of full-time Development Director with an effective date of hire of July
98 10, 2023. Commissioner Andrews seconded the motion. Vote 4-0.

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- ii. Zarek L. Melick in the position of full-time corrections officer in the Sheriff's Office with an effective date of hire of June 19, 2023
Commissioner Clark motioned to approve the hiring of Zarek Melick in the position of full-time corrections officer in the Sheriff's Office with an effective date of hire of June 19, 2023. Commissioner Andrews seconded the motion. Vote 4-0.
 - iii. Penny Callahan in the position of full-time corrections officer in the Sheriff's Office with an effective date of hire of June 19, 2023
Commissioner Clark motioned to approve the hiring of Penny Callahan in the position of full-time corrections officer in the Sheriff's Office with an effective date of hire of June 19, 2023. Commissioner Andrews seconded the motion. Vote 4-0.
 - iv. John N. Konstandin in the position of full-time corrections officer in the Sheriff's Office with an effective date of hire of July 3, 2023
Commissioner Clark motioned to approve the hiring of John Konstandin in the position of full-time corrections officer with an effective date of hire of July 3, 2023. Commissioner Andrews seconded the motion. Vote 4-0.
 - v. Christen A. Janes in the position of full-time corrections officer in the Sheriff's Office with an effective date of hire of July 3, 2023
Commissioner Clark. Commissioner Andrews. Vote 4-0.
 - vi. Andrew B. Palmeri in the position of full-time corrections officer in the Sheriff's Office with an effective date of hire of July 3, 2023
Commissioner Clark motioned to approve the hiring of Andrew Palmeri in the position of full-time corrections officer in the Sheriff's Office with an effective date of hire of July 3, 2023. Commissioner Andrews seconded the motion. Vote 4-0.

H.R. Director Corliss informed the Commissioners that 16 officers will be going to the July 10th Maine Criminal Justice Academy in Windham. This brings the number of corrections officers up to 44. Commissioner Ring asked when the new corrections officers would be working on the floor. H.R. Director Corliss replied that they have 5 weeks at the academy and then on the floor with FTO for several weeks. By the end of September, they will be filling shifts on the floor.

- d. To review and award HVAC maintenance agreement
County Manager Zinser referenced the memo from Facilities Manager Rick deRochemont. He explained that the county has been with AAA Energy for many years and Mechanical Services as well. Mechanical Services and others did not follow the full RFP. County Manager Zinser added that four proposals were received.
Commissioner Chenette asked if it was typical that so many did not follow the bids?
County Manager Zinser replied that they had a wide range of costs. We did investigate as to why the RFP wasn't followed by some. Mechanical Services explained that they had excluded monthly inspections as they don't have enough staff. Another company could not work on a unit that is in most county buildings. Commissioner Clark motioned to accept bids from AAA for HVAC maintenance on county buildings in the amount of \$131,264.00 Commissioner Andrews seconded the motion. Vote 4-0.
- e. To seek termination approval of an employee (executive session pursuant to 1 M.R.S.A. § 405 (6) (A), personnel issue may be necessary)

149 Commissioner Ring motioned to enter into executive session pursuant to 1
150 M.R.S.A. § 405 (6) (A), personnel. Commissioner Andrews seconded the
151 motion. Vote 4-0.
152 Commissioner Ring motioned to come out of executive session.
153 Commissioner Andrews seconded the motion. Vote 4-0.
154 Commissioner Clark motioned to accept the Sheriff's recommendation to
155 approve termination of Jason Leach effective June 21, 2023. Commissioner
156 Andrews seconded the motion. Vote 4-0.

157 ***HEARD AFTER ITEM 5a***

- 158 f. (ADDED ITEM) To approve FY '2024 budget- County Manager Zinser
159 informed all that the FY'2024 budget was approved by the Budget
160 Committee in the amount of \$23,435,504.00.
161 Commissioner Ring approved the FY'2024 budget in the amount of
162 \$23,435,504.00. Commissioner Andrews seconded the motion.
163 DISCUSSION: Commissioner Clark suggested that a meeting is scheduled
164 to discuss money as set forth for homelessness.
165 Vote 5-0.
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167

168 6 OLD BUSINESS

169 Commissioner Chenette stated that he had two items regarding the dredge – the
170 Dredge Authority Board and a potential seat on it and the crane situation.
171

172 County Manager Zinser explained that an issue arose with the delivery of the
173 dredge arriving today or tomorrow. A crane needs to be on sight, and this is
174 the Buyer's responsibility. The crane isn't there. County Manager Zinser
175 continued that the problem is largely resolved. Saco will front the money for
176 the crane and at some point, the Board will need to decide if they are going to
177 pay back the money. I think the appropriate thing to do is to delay any action
178 until we know what the pricing will be, stated County Manager Zinser.
179 County Manager Zinser stated that he did ask for a seat and that his impression
180 is that the Board wants a full seat but that is up to the Board.
181 Commissioner Chenette stated that it might be helpful to have the terminology
182 for offloading for the crane situation.
183 County Manager Zinser responded that, for the record, some of the responses
184 were a bit over the top. The language is clear that we, as the buyer, are
185 responsible for the offloading. It will have to come out of our general fund.
186 Commissioner Chenette stated that it is important to note that we appreciate the
187 City of Saco for fronting the money.
188 Commissioner Chenette added that the crane situation has highlighted that we
189 need to be sure that we supervise a project we funded with ARPA money. A
190 seat (on the Board) ensures this is done.
191

192 Commissioner Ring commented that her take is that the county has invested
193 nearly a half million dollars on a piece of property, so she wants to be sure that
194 we know that our donation is being properly used. How else would we find
195 that out if we do not have a position on the Board?
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197 County Manager Zinser reminded the Board that we retain full ownership until
198 this Board is satisfied that a proper Authority is in place.

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There was a prior motion that we will retain ownership until such a time it is up and running and this Board is satisfied that our investment is up and running.

Commissioner Dutremble stated that everything has to be done the right way. He added that he doesn't want what happened with MERC to happen with the dredge. It (MERC) wasn't well thought out and there were lots of complications and problems, stated Commissioner Dutremble. We need to make sure it is done the right way. A lot of people have criticized what we have done, said Commissioner Dutremble.

Commissioner Chenette asked Commissioner Dutremble if he wanted a voting opportunity to which Commissioner Dutremble replied yes as that is what we have done with the teen center.

Commissioner Clark stated that former Commissioner Sicard spoke frequently that we would have a seat on the Board. If the County isn't going to have a seat on the Board, we are making a serious mistake. He continued by stating that this money was allocated, and this was our contribution. He doesn't want to establish a precedent that if something comes up, they can run back to the county to ask for money.

Commissioner Dutremble reminded all that, originally Saco was supposed to fund the project with more money. Once their committee is formed, Saco said they will put \$731,000 up for repairs.

Commissioner Chenette stated that we need to go back to the contract. It was clear to others that we were obligated for offloading but maybe not to us. Maybe legal needs to look at the contract again, he suggested.

Commissioner Dutremble motioned that a full fledge person (Commissioner) be a member on the Board (dredge). Commissioner Ring seconded the motion. Vote 5-0.

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

8 PUBLIC COMMENT(S) ON ANY ITEM(S)
None

9 ADJOURN
Commissioner Clark motioned to adjourn. Commissioner Andrews seconded the motion. Vote 5-0.
Meeting adjourned at 6:03 p.m.



RENTAL AGREEMENT

between the

STATE OF MAINE, ACTING THROUGH ITS ADMINISTRATIVE OFFICE OF THE COURTS

and the

Inhabitants of The County of York

on behalf of the

York County District Attorney's Office

This agreement ("Agreement" or "Lease") is made and entered into this **20th day of June, 2023** by and between the Inhabitants of the County of York, a body politic, duly organized and existing under the laws of the State of Maine, by and through the duly elected Commissioners for said County whose address is **Office of the County Commissioners, 45 Kennebunk Road, Alfred, ME 04002** (hereinafter called the "Lessee") and the State of Maine, acting through its Administrative Office of the Courts whose address is P.O. Box 4820, Portland, ME 04112 (hereinafter called the "Lessor").

WITNESSETH:

1. **GRANT:** The parties hereto, for the consideration hereinafter mentioned, covenant and agree that the Lessor does hereby lease, demise, and let to the Lessee the following premises for use as office space, viz:
2. **PREMISES:** A portion of newly furnished space at the York Judicial Center located at **515 Elm Street, Biddeford, Maine, consisting of approximately 425.5 square feet. More specifically the space in discussion is Room A142 on the first floor, and use of public parking spaces (the "Leased Premises"). (See Exhibit 1 – Floor Plan).**
3. **TERMS:** To have and to hold the said premises with their appurtenances for the term of **ten (10) years, commencing on July 1, 2023 (the "Beginning Date") and ending on June 30, 2033, unless terminated sooner, in accordance with the subsections of this agreement.**
4. **RENEWAL:** The Lessee shall have the option to renew this Lease for **one (1) optional term of five (5) years, or any portion thereof, upon the same terms and conditions, except for rent which shall be negotiated as hereinafter, described in paragraph 7 below. Such right to extend the term hereof shall be exercised by written notice to the Lessor at least six (6) months prior to the expiration of said original term.**
5. **HOLDOVER:** At the termination of this Lease or any renewal thereof, the Lessee may continue in possession on a month-to-month basis by paying the specified monthly rental in effect at the time of termination until one party shall give the other written notice of termination. Such notice shall be given at least sixty (60) days before the premises are to be vacated. Should the notice specify a termination date prior to the end of the month, the rent shall be prorated to the date specified in the notice.
6. **NON-ASSIGNABILITY:** The Lessee shall not assign this Lease in any event, and shall not sublet the demised premises. The Lessee will not permit the use of said premises by anyone other than agents and employees of the County, State or municipalities.
7. **RENTAL:** The Lessee shall pay rent as reflected in the chart below:

Years	Initial Term		
	Per Square Foot	Annual	Monthly
1-10	\$10.00	\$4,255.08	\$354.59

Rent is payable in arrears, in accordance with the State's usual accounting procedures, commencing with the first month of occupancy as established by the provisions of Section 3. In the event Lessee exercises its right to renew the lease as described in paragraph 4 above, upon notice to Lessor that Lessee intends to renew this lease for the option term, Lessor shall notify Lessee in writing as to the figure Lessor is prepared to agree to, and the resulting rent which Lessee would be required to pay. Lessee shall, within thirty (30) days after receipt of such notice from Lessor notify Lessor in writing that Lessee either (i) approves of such rental, or (ii) objects to such rental, in which case Lessee shall be deemed to have waived its right to extend the term of this lease. If Lessee objects to the rent the terms of paragraph 5 above shall control.

8. **KEYS:** Lessor shall furnish Lessee with twenty (20) copies of the key for Leased Premises upon or before the Beginning Date, pending the completion of any associated change order(s). All such keys remain the property of the Lessor. Lessee is not permitted to make duplicate keys. Additional keys may be procured through the Lessor at a rate of \$50 per key. No additional locks shall be allowed on any door accessing the Leased Premises or furniture within the Leased Premises (i.e. lockers) without Lessor's prior written authorization. Upon termination of this Agreement, Lessee shall promptly surrender to Lessor all keys to the Leased Premises.

9. **CASUALTY DAMAGE:** The Lessee agrees that in case of fire or other casualty resulting in damage to the premises, it will give immediate notice thereof to Lessor, who shall thereupon, with expedition and in good and workmanlike manner, after said damage, subject to the receipt of appropriated funds or insurance proceeds, enter upon and undertake such repairs and rehabilitations, as is necessary to restore said premises to their original condition before such damage, provided that such damage, with reasonable dispatch, can be repaired within ninety (90) days.

In the event that said demised premises are subject to repair and rehabilitation within said ninety (90) days, the rental herein shall be abated in the proportion that the amount of space which is not available to and usable by the Lessee as a result of such casualty and/or work and labor incidental to its rehabilitation bears to all of the space in the demised premises.

In the event that said demised premises be totally destroyed by fire or other casualty, or shall be rendered partly untenable, and the repairs and rehabilitation of said demised premises shall be of an extent requiring more than ninety (90) days for its completion, including without limitation, the non-availability of funds or insurance proceeds, then this lease, at the option of either the Lessee or the Lessor may be terminated, and the obligation to make rental payments thereupon shall cease as of the date of such damage or destruction.

10. **COVENANTS OF THE LESSEE:** The Lessee agrees that it will:

- a. Pay the said rent at the times and in the manner aforesaid.
- b. Reimburse the Lessor \$720 for construction Change Request #CR212, modify door to room A142 with a unique key under the grand master. See Exhibit #2. Payment to be made within thirty (30) days of the Beginning Date.
- c. Use and occupy the Leased Premises in a careful and proper manner.

- d. With a minimum 24-hour advanced notice, permit the Lessor or its agent entrance to said premises to inspect the same and to make such repairs as are necessary for the safety, comfort, and preservation of the building.
- e. Not use the premises for any purpose other than a governmental purpose.
- f. Not commit nor suffer any waste on the Leased Premises.
- g. Not permit the use of any personal space heaters or appliances with resistive heating elements (i.e. toaster ovens).
- h. Not permit any other person to carry on therein any offensive trade or business.
- i. Not engage in any hazardous activity on said premises so as to substantially increase the cost or risk the cancellation of fire and casualty insurance on premises.
- j. Peaceably quit and deliver up the Leased Premises to the Lessor at the termination of this Lease in as good order and broom swept condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this Lease and shall surrender all alterations, additions and improvements, except office furniture, fixtures and equipment put in at the expense of the Lessee.
- k. Be responsible for any and all loss or damage caused to any and all personal property of the Lessee or under the control of the Lessee located, in, on, or about the Leased Premises, unless the loss or damage is as a result of the negligence or willful acts or omissions of the Lessor or Lessor's officers, agents or employees.
- l. Pay for the cost of monthly voice and data communication.

11. COVENANTS OF LESSOR: The Lessor agrees that it will:

- a. Administer the lease between the Maine Governmental Facilities Authority (the "underlying landlord") and the State of Maine, acting by and through the Chief Justice of the Maine Supreme Judicial Court to ensure that the State of Maine Judicial Branch fulfills its responsibilities for the operation and maintenance of the York Judicial Center on behalf of the Lessee as well as itself and that the State of Maine Judicial Branch assumes all other responsibilities of a Lessor as part of the lease agreement.
- b. Maintain the Leased Premises, in tenantable condition, including heating, ventilation, and air conditioning systems to provide air quality that is at least equal to the standards of air quality in the rest of the courthouse.
- c. Shall notify the Division of Risk Management, Department of Administrative & Financial Services of dates of occupancy and vacating of premises and any area changes in lease space use.
- d. Allow the Lessee to occupy the Leased Premises peaceably and free from the lawful claims of all other persons during the term of this Lease and any renewal or holdover period.
- e. Pay all charges for electricity, heat, water & sewer and property taxes.
- f. Provide janitorial/custodial services, to include all trash removal and replacement of failed lighting fixtures.
- g. Allow agency personnel and clients to use public bathrooms in the building.
- h. Provide for rapid ice and snow removal from steps, walkways, doorways, sidewalks and parking lots, including shoveling and sanding as needed, to be accomplished prior to normal working hours (or during working hours if more than a three-inch (3") build-up of snow occurs). Piled snow shall be completely removed from steps, walkways, doorways,

sidewalks and all 8 parking spaces within twenty-four (24) hours. Winter sand shall be swept and removed by May 15th.

- i. Meet with the Lessee's representative as necessary to review and discuss the condition of the Leased Premises, (i.e., maintenance and janitorial issues).
 - j. Furnish and maintain walks and lined and lighted parking spaces including an appropriate amount of accessible parking spaces in the public parking lot adjacent to the building.
12. **QUIET ENJOYMENT:** Upon payment, by the Lessee, of the rent herein provided and upon observance and performance of all covenants, terms and conditions on the Lessee's part to be observed and performed, the Lessee shall be entitled to the beneficial use and peaceful enjoyment of the premises for the term thereof without hindrance or interruption by Lessor or any other person or persons, regardless of whether they are claiming by, through, or under the Lessor.
13. **STATE HELD HARMLESS:** The Lessor agrees to indemnify, defend and save harmless the State of Maine, its officers, agents and employees from any and all claims, defense thereof, and losses accruing or resulting to any person due to the negligence or willful acts or omissions of the Lessor.
14. **MUNICIPAL ORDINANCES:** In accordance with **5 M.R.S. § 1742-B**, the Leased Premises shall comply with any applicable municipal ordinances governing the construction and alteration of buildings and shall be subject to any applicable inspections.
15. **NOTICES:** Any notices required hereunder shall be in writing and shall be sent certified mail, return receipt requested, addressed to Lessor or Lessee, as the case may be, at the addresses specified herein below or at such other address as a party may have specified by written notice hereunder.

Lessor:

Maine Judicial Branch
c/o Amy Quinlan
State Court Administrator
125 Presumpscot Street,
Portland, ME 04103

Lessee:

York County Government
c/o Greg Zinser
45 Kennebunk Road
Alfred, ME 04020
Phone: 207-459-2313
Email: gtzins@yorkcountymaine.gov

Underlying landlord:

Maine Governmental Facilities Authority
Terry Hayes, Executive Director
127 Community Drive, P.O. Box 2268
Augusta, Maine 04338-2268

Day to Day contact for maintenance repairs and emergency service:

Attn: Dylan Hanscom

Attn: Damion Chadwick

Judicial Branch Facility Engineer

York Judicial Center Building Manager

Phone: 207.592.1709

Phone: 207.468.7581

16. **MATERIAL VIOLATION OR DEFAULT:** In the event of a material violation of the terms of this Lease by either party, and upon failure of that party to bring itself into compliance with the terms of this Lease upon thirty (30) days' notice of receipt of the violation by the other party, such other party shall have the right to terminate this Lease upon a further thirty (30) days' notice. The failure of either party to give notice of a material violation shall in no event constitute a waiver of any of the terms of this Lease.
17. **LAW GOVERNING:** This Lease shall be governed by and construed in accordance with the laws of the State of Maine.
18. **SEVERABILITY:** The parties agree that if any provision of this Lease is held to be invalid or unenforceable as applied to any person, party or circumstance, that such shall not in any way be construed to affect the validity or enforceability of the remaining provisions, as may be applied in any other circumstance or to any other person or party.
19. **INTERPRETATION:** The parties agree that no claim under this Lease, or any defense to a claim, shall be based on the principle that any term or provision in the Lease is ambiguous and should be construed against the drafter of the Lease. The parties hereby acknowledge that they have consulted with counsel, or have had the opportunity to consult with counsel, prior to execution of the Lease.
20. **CONDITIONS:** Notwithstanding any other conditions in this agreement, it is hereby understood that this Lease shall become effective when it has been fully executed by all parties hereto. The rental shall begin as of the date of mutual acceptance of the premises.
21. **TOTALITY OF AGREEMENT:** This Lease (together with any exhibits attached hereto) contains the entire agreement between the parties, and no changes or modifications to the terms hereof shall be valid unless in writing and signed by all parties.
22. **AMERICANS WITH DISABILITIES ACT (ADA):** The premises are to be free of architectural barriers and must comply with all Federal and State Laws which protect people with disabilities including, but not limited to, the Americans with Disabilities Act of 1990 and the Maine Human Rights Act M.R.S.A. Title 5, Sec. 4551 et seq.
23. **FORCE MAJEURE:** Neither party to this Agreement shall be liable for non-performance of any obligation under this Agreement if such non-performance is caused by a Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.

[THIS SPACE LEFT BLANK INTENTIONALLY]



In WITNESS, WHEREOF, this Lease has been duly executed by the parties hereto as of the day and year first above written.

LESSOR:

**State of Maine, Judicial Branch
Administrative Office of the Courts**

Amy Quinlan, State Court Administrator

Date: _____

LESSEE:

**Inhabitants of York County
on behalf of the District Attorneys' Office**

By: _____

Robert Andrews, Commissioner

By: _____

Richard Dutremble, Commissioner

By: _____

Justin Chenette, Commissioner

By: _____

Donna Ring, Commissioner

By: _____

Richard Clark, Commissioner

Date: _____

EXHIBIT 1 – FLOOR PLAN

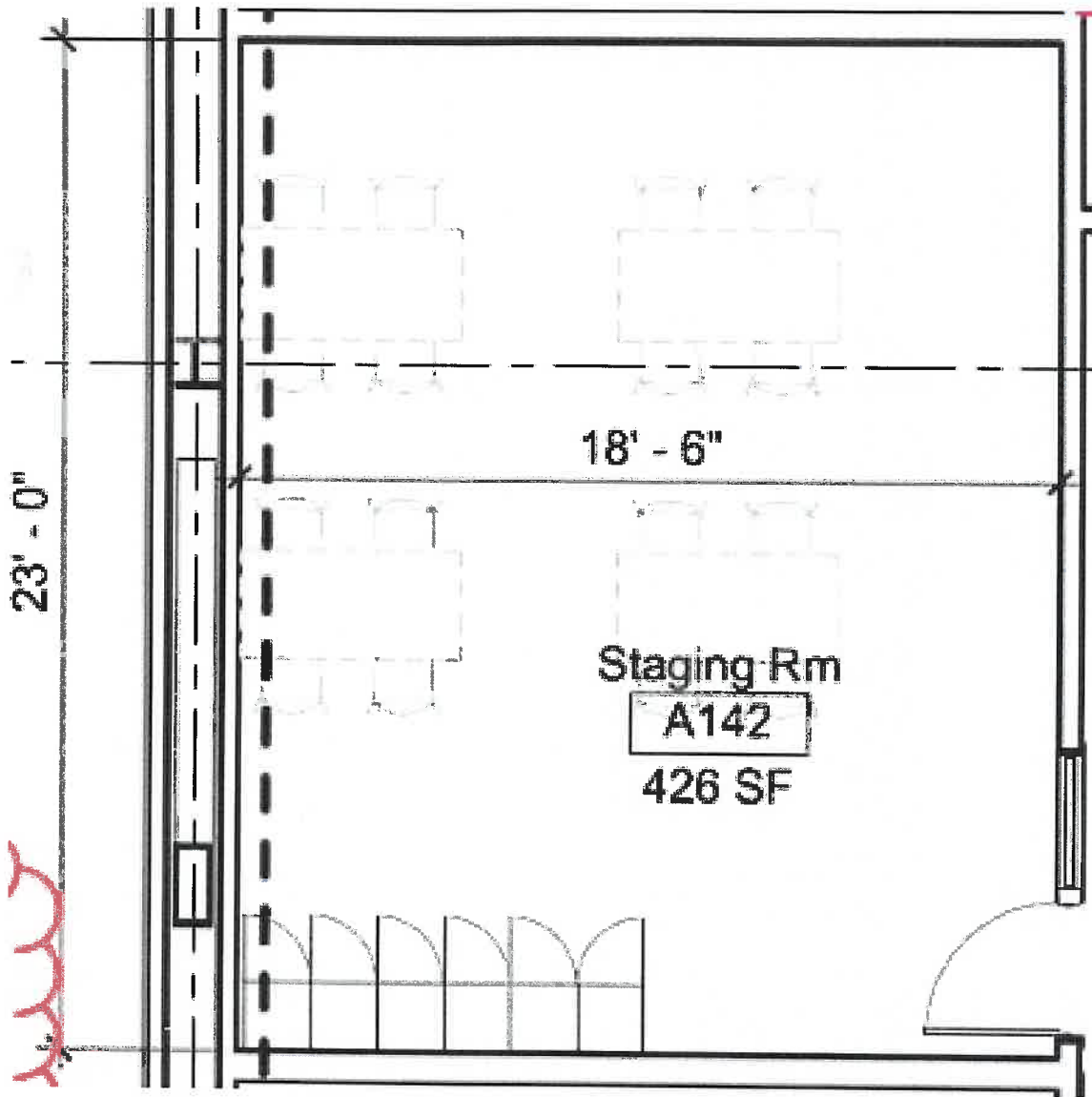


EXHIBIT #2 – CONSTRUCTION CHANGE REQUEST CR212



Change Request

To: Kathryn St. Clair Colburn
 Finegold Alexander & Associate
 77 North Washington Street
 Boston, MA 02144
 Ph: (617)227-9272 x306 Fax: (617)227-5582

Number: CR212
Date: 4/18/23
Job: 1765 York Judicial Center
Phone:

Description: Change Key System For A142

We offer the following specifications and pricing to make the changes as described below:

This change request is a full and final accord to modify the key system for opening A142 to be a unique key under the grand master per direction from the courts.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Unified Door Intermediate LLC				\$634.00		\$634.00
					Subtotal:	\$634.00
			SDI 1.4%	\$634.00		\$8.88
			GL 1.4%	\$634.00		\$8.88
			P&P Bond 0.7%	\$634.00		\$4.44
			Markup 10%	\$634.00		\$63.40
			Adjustments			\$0.40
					Total:	\$720.00



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

**"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 ARUNDEL, 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 ARUNDEL 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

- 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 for (10) ten hours, (4) four days per week coverage, or such hours as are mutually agreed upon by both parties. Such services shall include, but not by way of limitation, patrolling the Town of Arundel 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

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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.

- 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 Arundel	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
Copies of approved collective bargaining agreements Agreement that pertain to deputy assigned to Arundel Sheriff	within 15 days of approval by

Reports may be mailed to the Town of Arundel, 257 Limerick Road, Arundel, Maine 04046, Attn: Town Manager/or e-mailed to townmanager@arundelmaine.org

- D. 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 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.
- E. York County shall consult with the Town a minimum of (14) fourteen days prior to permanent assignment of any deputy to Arundel or permanent re-assignment of any deputy out of Arundel. "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, 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 with no interruption of service. 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

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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.

- H. York County shall provide the Town with written responses to citizen inquiries and complaints, which are directed to the York County Sheriff's Office when appropriate. Such responses shall be under the Sheriff's signature and provided within (30) thirty days of filing.
- I. 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 Arundel 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 24 months commencing the **1st day of July, 2023** and terminating, **30th day of June, 2025**, 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. The term of this contract is also subject to an annual appropriation by the Town of Arundel. In the event the Annual Town Meeting votes to discontinue the "**Law Enforcement Services**" agreement the Town of Arundel will not be liable for further expenses after the fiscal year ends in which approval was given

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

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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 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. 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, 2025** 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

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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

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IN WITNESS WHEREOF, THE TOWN OF ARUNDEL, by order duly sworn by its Town Selectmen, had caused this contract to be signed by the Town Manager 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 June 29, 2023

IN THE PRESENCE OF: TOWN OF ARUNDEL

By: _____
Town Manager