

1 **COMMISSIONERS MEETING**

2 **March 20, 2024**

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6 YORK,ss

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8 At a regular meeting of the County Commissioners of the County of York, begun and  
9 holden at the York County Government Building in Alfred, within and for the County of York,  
10 being held on Wednesday, March 20, 2024, A. D. at 4:30 P. M.

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13 **COMMISSIONERS PRESENT:**

- 14
- 15 Richard R. Dutremble
- 16 Richard Clark
- 17 Robert Andrews
- 18 Justin Chenette
- 19 Donna Ring
- 20

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

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

24  
25 **03-20-2024 ITEM**

26  
27 **1 PUBLIC COMMENT(S) ON ANY ITEM(S)**

28 Susan Wiswell spoke in regards to the agenda item dealing with the revised  
29 Proclamation Policy and stated that although the revised document is an  
30 improvement it does not go far enough.

31  
32 Janet Drew commented via Zoom that she supports the idea that the  
33 Commissioners do have a voice and not all political positions are equal.

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35 **2 TO APPROVE THE MINUTES OF THE FOLLOWING MEETINGS:**

- 36 a. Commissioners' meeting of March 6, 2024
- 37 Commissioner Clark motioned to approve the minutes with corrections.
- 38 Commissioner Andrews seconded the motion. Vote 5-0.
- 39

40  
41 **3 TO APPROVE TREASURER'S WARRANTS**

- 42 a. Warrants to be approved on March 6, 2024, 2024 in the amount of
- 43 \$1,091,199.09
- 44 Commissioner Clark motioned to approve the warrant of March 6, 2024 in the
- 45 amount of \$1,091,199.09. Commissioner Andrews seconded the motion. Vote
- 46 5-0.
- b. Warrants to be approved on March 13, 2024 in the amount of \$605,200.56

47  
48 Commissioner Clark motioned to approve the warrants of March 13, 2024 in  
49 the amount of \$605,200.56. Vote 5-0.  
50

51 **4 TO HEAR ANY REPORTS FROM THE COUNTY**  
52 **COMMISSIONERS**

53 Commissioner Chenette informed all that he recently attended the Saco Bay  
54 Coastal Erosion seminar as well as the Saco City Workshop on coastal erosion.  
55 He relayed to all present that the local officials voiced to him their dire need of the  
56 dredge and that they appreciated the Commissioners' assistance with this.  
57

58 **5 NEW BUSINESS**

59 a. Archivist Paige Lilly to give update on completion of Phase 3 (via Zoom)

60 Archivist Paige Lilly gave an in-depth update on the completion of Phase 3 of  
61 her project. Register of Deeds Nancy Hammond circulated several documents  
62 recently uncovered. She explained that these records are important as many  
63 surveyors utilize them for work being done presently.  
64

65 b. To review proposal and seek approval for Phase 4 Archives Project

66 Paige Lilly informed all that she and Deputy Manager Linda Corliss and  
67 County Manager Greg Zinser recently met with Maine State Archivist Kate  
68 McBrien recently. Paige Lilly reviewed the Proposal given to the  
69 Commissioners prior to the meeting (attached a record of the minutes).  
70 Ms. Lilly added that there has been discussion of perhaps hiring a staff person  
71 to do some of the added work and that she would assist with the training.  
72 Archivist Lilly informed all that the total cost of Phase 4 is \$12,084.

73 DISCUSSION: Commissioner Chenette asked how many other counties are  
74 doing something similar to what York County is doing?

75 Ms. Lilly responded that it doesn't appear that there are counties doing this  
76 with the exception of Cumberland.

77 Register of Deeds Nancy Hammond commented that it is interesting and that  
78 these historical records are relevant on a daily basis for us with developers and  
79 surveyors. She added that there was just a case last week where these old  
80 records were needed by someone.

81 Commissioner Clark motioned to approve phase 4 in the amount of \$12,084.

82 Commissioner Andrews seconded the motion. Vote 5-0.  
83

84 c. Introduce Deputy Manager/H.R. Director Corliss to seek approval for the  
85 hiring/transfer of the following individuals:

- 86 i. Alyxus Friesen in the temporary position of law student intern  
87 with a date of hire of June 1, 2024 ending on August 21, 2024

88 Commissioner Clark motioned to approve the hiring of Alyxus Friesen in the  
89 temporary position of law student intern in the D.A.'s office with a start date of  
90 June 1, 2024 and an end date of August 21, 2024. Commissioner Andrews  
91 seconded  
92 the motion.

93 DISCUSSION: Commissioner Ring asked Deputy Manager/H.R. Director was  
94 it correct that the hourly rate is \$18 and no benefits? Deputy Manager/H.R.  
95 Director Corliss replied, yes.  
96

Vote 5-0.

97 ii. Joseph Wilber in the reserve position of Public Safety Instructor II  
98 in the Emergency Management Agency with a date of hire of March  
99 25, 2024

100 Commissioner Clark motioned to approve the hiring of Joseph Wilber in the  
101 reserve position of Public Safety Instructor II in EMA with a hire date of  
102 March 25, 2024. Commissioner Andrews seconded the motion.

103 DISCUSSION: Commissioner Ring asked if since this is a reserve position  
104 there are no benefits?

105 Deputy Manager/H.R. Director Corliss replied that there is one state paid  
106 leave law that after accumulating a certain number of hours, one can accrue  
107 up to 40 hours per year. Most reserves never get to 40 hours of accrual as  
108 they do not work that many hours to qualify.

109 Commissioner Ring asked what the hourly rate of pay is. Deputy  
110 Manager/H.R. Director Corliss replied, \$20 per hour.

111 Vote 5-0.

112 iii. Tyler Thorpe in the reserve position of Public Safety Instructor II in  
113 the Emergency Management Agency with a date of hire of March 25,  
114 2024

115 Commissioner Clark motioned to approve the hiring of Tyler Thorpe in the  
116 reserve position of Public Safety Instructor II in EMA with a hire date of  
117 March 25, 2024. Commissioner Andrews seconded the motion.

118 Discussion- Commissioner Ring commented that she is noticing the number  
119 of these and asked, are we offering these positions all the time? Is this on our  
120 website? Deputy Manager/H.R. Director Corliss explained that Chief Fire  
121 Administrator Roger Hooper finds them and perhaps one has a specialty.

122 Commissioner Ring asked do they have to be employed by the County or  
123 could they be contracted?

124 Deputy Manager/H.R. Director Corliss explained that they could be, but, that  
125 would be more costly.

126 Vote 5-0.

127 iv. Jeffrey Cullen in the reserve position of Public Safety Instructor II in  
128 the Emergency Management Agency with a date of hire of March 25,  
129 2024

130 Commissioner Clark motioned to approve the hiring of Jeffrey Cullen in the  
131 reserve position of Public Safety Instructor II with a hire date of March 25,  
132 2024. Commissioner Andrews seconded the motion. Vote 5-0.

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134 d.

To review and seek approval of lease for 200-208 Graham Street in  
135 Biddeford for D.A.'s offices

136 County Manager Zinser explained that the Commissioners are aware of  
137 this contract (Lease) and that he is asking for formal approval. He  
138 added that it will be for about \$105,000 a year.

139 DISCUSSION: Commissioner Ring asked does part of this rent go  
140 towards the purchase? County Manager Zinser replied, yes about  
141 \$44,000 a year.

142 Commissioner Clark- motion to approve and have the County Manager  
143 sign the contract. Commissioner Chenette seconded the motion.

144 DISCUSSION- Commissioner Ring asked if this lease is for one  
145 year?

146 After further discussion and review, it is clarified that the terms of the  
147 Lease as presented are one year so the County Manager will make sure

148 it is for a minimum of 10 years. County Manager Zinser added that the  
149 owner does want us to be a long-term tenant.

150 Commissioner Chenette asked would the terms lock in a 3% increase  
151 for the 10 year period?

152 County Manager Zinser responded, yes and added that we will get that  
153 fixed. We will make sure nothing is signed until that is in there.

154 Commissioner Clark withdrew his motion until the next meeting so  
155 that it can be corrected. Commissioner Andrews seconded the motion.  
156 Vote 5-0.

- 157  
158 e. To review and seek approval of Sanford Housing Authority Agreement  
159 (use of ARPA funds) County Manager Zinser reminded all that he is  
160 seeking approval of money that was originally set aside for Sanford  
161 Housing Authority. He added that there are a couple of things to work  
162 out with dates for ARPA regulations. ARPA Project Manager David  
163 Nalchajian is checking to see when the funds need to be expended by.  
164 The County Manager explained that this would not change the  
165 substance of the contract. He informed all that Sanford Housing  
166 Authority has identified a piece of property in Sanford that should  
167 work. They are waiting on the final review of the shoreland zone.  
168 County Manager Zinser stated that he is looking for the Board's  
169 approval to dispense the funds for the purchase of the property when  
170 they ask for it.

171 Commissioner Clark motioned to approve giving the County Manager  
172 the authority to disburse the funds when needed by Sanford Housing  
173 Authority to purchase the land for housing. Commissioner Andrews  
174 seconded the motion.

175 DISCUSSION- Commissioner Ring stated that when we first started  
176 this ARPA funds for housing it was for the homelessness and mental  
177 health issue in York County. Is Sanford Housing Authority going to  
178 be using this housing for undocumented immigrants?

179 County Manager Zinser replied that this is publicly funded through  
180 Maine State Housing so they have to adhere to the rules and  
181 regulations of the Federal Government. Commissioner Ring replied  
182 that she would love to see preferences to York County homelessness.

183 She continued that she is concerned that our homeless people and  
184 Veterans and those with mental health issues won't be prioritized.

185 Commissioner Chenette verified that they will come before us and  
186 keep us updated; correct? The County Manager replied, yes,  
187 absolutely.

188 Commissioner Chenette asked that in terms of who can access this  
189 program, can anyone throughout the county be recommended? County  
190 Manager Zinser responded, yes.

191 Vote 5-0.

- 192  
193 f. MEDATS-discussion of D.A. information systems office  
194 County Manager Zinser explained that we pay into the operational  
195 costs of this program every year. He continued to explain that the  
196 costs are divided out by prosecutorial districts. The program is  
197 something that has evolved. It is currently housed in Aroostook County  
198 and all organizations would like someone else to do this. It does not

199 cost us anything other than our current contribution. They would be  
200 county employees and we would set up a special revenue fund and bill  
201 the Maine D.A. Technical Center for those employees. I want to make  
202 sure the Board is okay in doing this. Also, we receive a discount for an  
203 administrative fee for doing this.

204 DISCUSSION-Commissioner Clark asked where the department is  
205 located where? County Manager Zinser replied that it is located in  
206 Augusta.

207 Commissioner Clark asked for clarification as to what does it mean  
208 other counties housed it? County Manager Zinser explained that  
209 MEDATS is an organization managed by various counties over the  
210 years.

211 District Attorney Kathy Slattery explained the program further via  
212 Zoom and said that there is the financial benefit of reduction in fees.  
213 She added that this program is very important and we benefit that all  
214 the counties banded together to create a software system and we are  
215 able to share the cost across the State.

216 Commissioner Chenette commented that he is curious as to why a  
217 county would give it up if there are so many positive benefits.

218 County Manager Zinser explained that no one has really wanted to take  
219 it on. One of the concerns is Worker's Compensation and if they are  
220 County of York employees they will fall under our plan. We would  
221 recoup that cost in terms of the contract from MEDATS.

222 D.A. Slattery added that MEDATS employees currently have offices  
223 on Water Street in Augusta. They travel as needed, she added.

224 Commissioner Clark asked if we take this on is it projected for a period  
225 of time or for good?

226 County Manager Zinser replied for as long as we want to and we  
227 would get the financial benefit.

228 Commissioner Ring stated that her concern is the benefits of York  
229 County are wonderful and she has always been concerned around the  
230 PTO policy.

231 County Manager Zinser confirmed that they would be receiving the  
232 same benefits.

233 Commissioner Ring stated that she is not interested in bringing on  
234 anymore full-time employees with the 41 PTO policy. They get two  
235 months off right up front, stated Commissioner Ring. She suggested  
236 grandfathering what we have and create a policy with an accrual basis.

237 Commissioner Chenette stated that he appreciated the County Manager  
238 bringing this forward, but he would want to see some details in front of  
239 the Commissioners. He further explained something more structured  
240 especially when we are adding employees like perhaps some sort of  
241 MOU.

242 County Manager Zinser replied that they do have a budget and he can  
243 have it put in the standard County format for the staff as well as get an  
244 MOU before the Commissioners.

245 County Manager Zinser asked the Commissioners if there is anything  
246 else that the Commissioners want to see.

247 County Manager Zinser will bring the requested documents to the  
248 Commissioners at the next meeting.  
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g.

To discuss and seek approval of proposed job description for full-time Human Resources Clerk

County Manager Zinser explained that the existing position was filled in the past and that the prior person in the position was working around thirty hours per week. We are asking for the position to go from part-time to full-time. Our concern (in keeping it part-time) is that we won't be attracting a person with a true HR background.

Deputy Manager/H.R. Manager Corliss addressed the Board and stated that there is increased pressure on recruiting and therefore, we need to put someone on to assist. She added that compliance needs are coming.

County Manager Zinser explained that along with the funding for the part-time position, there is also existing funding at the jail that we can utilize to balance out turning this into a full-time position.

Commissioner Ring replied that again, she has no interest in making a full-time position until we discuss PTO. There is no money for new positions and the budget is going to be tight this year, continued Commissioner Ring. She added that she has not seen a lot of overtime paid out in H.R. to justify the need.

Commissioner Ring continued that there was a position previously charged to the jail (budget) after the Board of Corrections came in. No other department gets charged for services so Commissioner Ring stated that she doesn't agree with charging the jail. We are raising a little revenue out of the jail's revenue, continued Commissioner Ring. H.R. is there for all departments, he stated.

Commissioner Chenette questioned why is there so much money in jail funding?

County Manager Zinser replied that it will only cost about \$13,000 to move it to a full-time position. Moving forward, explained County Manager Zinser, he will have an increase in the jail budget but it won't show up as a new request there.

County Manager Zinser stated that the jail does also fund part of facilities. The amount of work we do for the jail including the hiring process warrants a position, stated the County Manager.

County Manager Zinser explained that the budget is going up quite a bit with a 9% taxation increase and something we have never had in this county. All new requests for any other positions or salary increase requests have not been entertained, he stated.

Deputy Manager/H.R. Director Corliss added that we would also like to do some additional training at the jail.

Commissioner Clark commented that he will support this as he finds it is easier to hire a person for a full-time job and you want a person of quality. Part-time limits your pool of applicants, Commissioner Clark stated.

Commissioner Ring stated that she is not going to support it because we are giving them two more months off right away.

County Manager Zinser agreed that they (non-union) do accrue up to forty-one (41) days a year. He added that this is a huge recruitment tool.

Commissioner Ring commented that this policy was created to try to reduce that liability but now they can buy back 10 days and bank 25 days. She added that she thinks the policy needs to be looked at.

301 Commissioner Clark-motioned to approve the job description for a full  
302 time H.R. Clerk. Commissioner Andrews seconded the motion. Vote 4-  
303 1 with Commissioner Ring opposed.  
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305  
306 **6 OLD BUSINESS**

307 a. Dredge discussion-

308 County Manager Zinser distributed a draft MOA with the cities and towns. He  
309 explained that the York County town and city managers had a meeting last  
310 week. On April 8<sup>th</sup>, the dredge will go to Portland to be assembled. Michael's  
311 Dredge is towing the dredge up to Portland and will assemble ours and put it in  
312 Wells Harbor where it will be moored.

313 The County Manager mentioned that he has also arranged for the boat to be  
314 professionally painted before it is put in the water. He added that it should be  
315 put in the water by the end of that week or the following week.  
316

317 County Manager Zinser explained that he is meeting with the Managers again  
318 as we want something in writing from them since we are putting up the funds.  
319 We are hoping we will have a quick turnaround with their Boards. There is a  
320 single set of engineers for all towns, explained County Manager Zinser. He  
321 added that we will recoup as we move through the process. Our engineer,  
322 Walter is having a phone call with UNE to ascertain what their capabilities are  
323 for marine mapping.

324 County Manager Zinser gave kudos to York County EMA Director Art  
325 Cleaves who is helping to arrange all this and talking to all on the ground. He  
326 added that he is hopeful that this MOU will be approved without any  
327 substantive changes and also hoping each town will commit an employee  
328 (Harbor Master if they have one) to training. Wells Harbor Master will play a  
329 role, added County Manger Zinser.  
330

331 EMA Director Art Cleaves addressed the Board and stated that this has been a  
332 tremendous amount of work and that all of the towns are on board. He added  
333 that there is a lot of work to be done. Towns should be able to get FEMA  
334 reimbursement.  
335

336 Commission Chair Dutremble asked if there is a schedule for maintenance and  
337 a line for depreciation?

338 County Manager Zinser replied that will be included.  
339

340 DISCUSSION- Commissioner Ring thanked the County Manager and EMA  
341 Director for all the work you have been doing.  
342

343 Commissioner Chenette thanked the County Manager and EMA Director. He  
344 asked which seven towns are interested in the Dredge program. County  
345 Manager Zinser listed the cities and towns as: OOB, Ogunquit, Saco, Wells,  
346 Biddeford, Kennebunkport and Kennebunk. He explained that four were  
347 represented at the meeting and that there will be another meeting on Monday at  
348 which we expect representatives for each of those towns.  
349

350 Commissioner Chenette asked what is the number that we have to hit for  
351 MOU's for something to happen.

352 County Manager Zinser replied that every town will have to have an MOU so  
353 that the County is protected. I don't know what the magic number is or if there  
354 is even a magic number, replied the County Manager. There is a significant  
355 investment for equipment, stated County Manager Zinser. The County  
356 Manager explained that they are working on the cost per hour and cost per  
357 week with Michael's dredging.

358  
359 Commissioner Clark asked are York, Kittery and Eliot not interested?  
360 EMA Director Cleaves responded that they currently have no sand to be  
361 moved.

362  
363 Commissioner Dutremble asked if we had a company for tugboats?  
364 County Manager Zinser replied that Michaels has that equipment.

365  
366 Commissioner Chenette informed all that at the Saco City workshop he  
367 recently attended, it was mentioned to him that the City of Saco did set aside  
368 funds to assist (with the dredge). He continued that City Administration  
369 estimated that \$159,000 had been set aside and there was a lot of interest in  
370 utilizing some of that money to get the dredge into the water. Saco wants to be  
371 on a priority list for usage. The expectation, explained Commissioner  
372 Chenette, is if they use this money, they would hope they would be helped  
373 sooner than later. Commissioner Chenette suggested that maybe some of the  
374 other towns have funding. Are we looking for community support, he asked?  
375 County Manager Zinser replied that his preference would be to keep it fair and  
376 equitable and let the priorities establish themselves. He added that other towns  
377 have active permits. Commissioner Chenette asked which communities have  
378 permits. County Manager Zinser replied, Wells and Ogunquit.  
379 Commissioner Chenette asked if all towns know that they have to acquire  
380 active permits? County Manager Zinser responded, yes, they do.  
381 EMA Director Cleaves told all that while the Army Corps does other dredging,  
382 it will be more economical/cost effective for towns to use this dredge.

383  
384 b. To review and seek approval of revised Proclamation Policy

385 Commissioner Chenette asked in regards to the super majority referred to on  
386 the draft policy, what other votes do we take that require this? County Manager  
387 Zinser replied, none.

388 Commissioner Chenette asked why would we make this exception? County  
389 Manager Zinser responded that he thought that was what the Board wanted.

390 Commissioner Chenette stated that to clarify, he would not support super  
391 majority. Should we look at how we, as individual Commissioners bring forth  
392 a Proclamation? Is there a limitation that we are setting for ourselves or do we  
393 just want to limit public limitation, he asked. The way this is articulated we are  
394 limiting the Public's submission of an agenda item (Proclamation), stated  
395 Commissioner Chenette.

396 Commissioner Chenette continued that on Item #3- where, "*uncertainty in*  
397 *making a dermination....*" Does this mean we would talk about it at a Public  
398 Meeting, put it on the agenda, but not have a discussion or vote?

399 County Manager Zinser replied that we would phrase that correctly. It would  
400 say to discuss a citizen request.

401 County Manager Zinser asked if the Commissioners would like to see a Policy  
402 that applies both to the Commissioners and the Public? He added that any



403 Commissioner can bring in a Proclamation and ask for it to be brought forward  
404 at any time.  
405 He continued that he is trying to balance the Board's desires and be neutral.  
406 Commissioner Chenette asked how many Proclamations did we issue last year?  
407 The County Manager responded two or three.  
408 Commissioner Chenette replied that of them he doesn't remember us having a  
409 political debate. We did one for Pride Month, dogs and first responders. We  
410 haven't received any requests since, stated Commissioner Chenette.  
411 He continued that he wants us to be mindful that we are trying to address a  
412 problem that doesn't exist yet. Maybe we need to take a step back. For us to  
413 try to put limitations on public input, we could have an equal issue with  
414 individuals with Commissioners. He stated that he doesn't recommend that but  
415 what is the message we are sending to our constituents when we limit the  
416 public but not Commissioners.  
417 Commissioner Chenette added that he is hesitant to move in the direction with  
418 strict limitations without seeing a tangible issue before us.  
419 Commissioner Clark commented that he get e-mails every week on supporting  
420 Israel and a couple of other issues. He added that he doesn't think York  
421 County should have a foreign policy. We are a county government and this is  
422 not the place to take those stands. He doesn't want to turn this into a debating  
423 society that we have no control over.  
424 Commissioner Dutremble stated that he believes we are opening up a can of  
425 worms and he made a mistake (in the past) of voting for it (proclamation).  
426 Commissioner Ring stated that she agrees with Commissioner Clark.  
427 Commissioner Clark moved to table this item. Commissioner Andrews  
428 seconded the motion. Vote 5-0.

429 \*\*\*HEARD AFTER ITEM 8\*\*\*

430 **7 TO CONDUCT AN EXECUTIVE SESSION ON PERSONNEL**  
431 **ISSUES PURSUANT TO 1 M.R.S.A. § 405 (6) (A), ACQUISITION OF**  
432 **REAL PROPERTY OR ECONOMIC DEVELOPMENT PURSUANT**  
433 **TO 1 M.R.S.A. § 405 (6) (C), LABOR NEGOTIATIONS PURSUANT**  
434 **TO 1 M.R.S.A. § 405 (6) (D) AND CONSULTATION WITH LEGAL**  
435 **COUNSEL PURSUANT TO 1 M.R.S.A. § 405 (6) (E), REVIEW OF**  
436 **CONFIDENTIAL RECORDS PURSUANT TO 1 M.R.S.A. § 405 (6) (F)**

437 Commissioner Clark motioned to go into executive session pursuant to 405 6(D).

438 Commissioner Andrews seconded the motion. Vote 5-0.

439 Commissioner Clark motioned to come out of executive session. Commissioner  
440 Andrews seconded the motion.

441 No action taken.

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443 **8 PUBLIC COMMENT(S) ON ANY ITEM(S)**

444 Janet Drew spoke via Zoom and stated listening to your dredge story on using  
445 ARPA funds it seems like it was easier to buy a structure. Other than FairTide, the  
446 Whole ARPA budget, only helps a small percentage of people that are struggling  
447 This time you talked about MEDATS and now they will be on the County budget  
448 and you say you will get reimbursed but what about if they get laid off. We have  
449 no support for indigent people. She continued that she wonders why we are not  
450 supporting the indigent in the court system. Ms. Drew stated that there is not  
451 enough focus on the needs of community.

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Commissioner Clark responded to Ms. Drew's comments and stated that using \$30 million to build a Treatment Center is three quarters of what we received in ARPA money. The Commissioners have also supported things for teenagers at risk and Fairtide (affordable housing). Commissioner Clark stated that he thinks it is incorrect to say we spent our ARPA money on jail and courts.

Commissioner Ring asked if the Commissioners can receive the financial reports on a monthly basis prior to the second meeting of each month. County Manager Zinser replied that we can do that.

**9 ADJOURN**

Commissioner Clark motioned to adjourn. Commissioner Andrews seconded the motion. Vote 5-0. Meeting ended at 7:14 p.m.

DRAFT

## 200-208 Graham Street - LEASE

THIS INDENTURE OF LEASE dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, is made by and between **Biddeford Housing Authority**, a Maine nonprofit organization, organized and existing under the laws of the State of Maine and having a mailing address of 22 South St, Biddeford, ME 04005, (hereinafter called the "Landlord") and York County Government, with a mailing address of \_\_\_\_\_, ME 04005, (hereinafter called the "Tenant").

WITNESSETH that for and in consideration of the rents herein reserved and the covenants and agreements herein contained and expressed and to be kept, performed and fulfilled, the parties agree as follows:

**Section 1 - Premises.** Landlord hereby demises and lets unto Tenant, and Tenant hereby leases from Landlord certain space in that certain building known as "208 Graham Street( formerly known as DHHS main offices) (hereinafter the "Building") as depicted on Exhibit A attached hereto, with an address of 200-208 Graham Street, **Biddeford, Maine, 04005**, premises consisting of approximately 13,000+/- **square feet of space**, and being shown as "UNIT A" the floor space highlighted on Exhibit A annexed hereto (the "Premises"), together with all rights of way access and easements appurtenant to the Building situated in the Complex.

Tenant shall have the right during the term of this Lease to use the common areas of the Building and the Lot on which the Building is located, that are designated by Landlord for the common use of occupants of the Building.

**Section 2 - Term.** (a) The initial term of this Lease shall be for a period of fifteen [15] years, following the Delivery Date (as defined herein), and expiring on the last day of the 12th month in the 15<sup>th</sup> year from the Delivery Date. The "Delivery Date" shall be May 1, 2024.

- i. **Landlord's Work.** Landlord shall provide the Premises in "plain white box" condition. Plain white box, as relates to this lease, means: Finished/functional ceilings, lighting, plumbing, heating and cooling (HVAC), interior walls (painted or unpainted), electrical outlets, rest rooms, and a covered/finished floor. The Premises will be delivered ready to lease and ready for tenant improvements.
- ii. Any and all modifications to the Leased Premises by Tenant or Tenant's agent shall be submitted to Landlord for its approval prior to the commencement of any work. Tenant shall use licensed and insured contractors approved by Landlord and shall require all contractors to sign Landlord's standard Mechanic's Lien Waiver releasing Landlord from liability for the cost of the tenant improvement work. Tenant agrees that all work shall be completed in compliance with all applicable federal, state and municipal building codes and ordinances.
- iii. Tenant shall reach prior agreement with Landlord, and work together to implement according to said agreement, all systems necessary for operation, and to be installed prior to opening, as regards to cost of installation, approval of systems, and maintenance. Following opening of business, Biddeford Housing agrees to provide all proper maintenance, testing, and upkeep of equipment, including as needed to satisfy any City code requirements, and insurance requirements.

or damages within sixty (60) days.

Section 7 - Quiet Enjoyment. Landlord shall put Tenant in possession of the Premises at the beginning of the term hereof, and Tenant, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, shall peaceably and quietly hold and enjoy the Premises without hindrance by, from or through Landlord, subject to the terms of this Lease.

Section 8 - Signs. Tenant shall not install or alter any exterior signs on the Premises without the prior written approval of Landlord. Such approval shall be subject to design standards in use on the property and shall not be unreasonably withheld. Tenant's signage shall be at Tenant's sole cost and expense and in compliance with all federal, state and local laws and ordinances.

Section 9 - Damage by Tenant. Assuming installation and delivery of operable and efficient mechanical systems by Landlord prior to start of business, Tenant shall, at its own expense, be responsible for damages to the Premises, including, without limitation, plumbing and electrical fixtures and equipment, light bulbs, light fixtures, the heating, ventilating and electrical systems serving the Premises (except capital replacements as described in Section 10 below), for all interior painting desired by Tenant and for the replacement of doors, door hardware and broken glass within the Premises (which includes the exterior windows), and window cleaning. Landlord shall enter into a mechanical maintenance contract with suitable contractors to perform regularly scheduled maintenance and such maintenance will comply with all requirements needed to comply with the terms of any applicable warranties.

All interior safety devices such as fire extinguishers, interior office locks, emergency exit lights, etc., are the responsibility of Landlord to maintain. One fire extinguisher is required at each entrance to your Leased Premises, or as designated by the Fire Department. Tenant shall not remove these or any required safety devices and inform landlord if not working properly.

Tenant shall also promptly make any repairs lawfully required by any public authority, which repairs are required because of the nature of the occupancy of the Premises by Tenant or the manner in which it conducts its business therein. At the expiration of this Lease or earlier termination hereof for any cause herein provided for, Tenant shall remove all personal property, chemicals and Hazardous Materials from the Premises, comply with any site closure requirements under applicable laws or ordinances and deliver up the Premises to Landlord broom clean and in the same sanitary and attractive condition and state of repair as at the beginning of the term hereof, reasonable wear and tear, taking by eminent domain and damage due to fire or other casualty insured against excepted.

In the event Tenant fails to make promptly any repairs required of Tenant hereunder, or fails to perform any of its other obligations, Landlord may, at its option, if such failure continues for more than five (5) days after Landlord has provided notice to Tenant, make such repairs or perform such obligations to Tenant's account and the cost thereof will become an obligation of Tenant under this Lease, payable within thirty (30) days of demand.

Section 10 - Landlord's Maintenance. Landlord shall be responsible for structural maintenance (roof repair, foundation repair and exterior wall repair) of the Building and for any necessary capital replacements of major components of the mechanical systems serving the Premises.

Section 11 - Alterations and Additions. Tenant shall not make structural alterations or additions to the Premises, but may make non-structural alterations provided Landlord consents thereto in writing, which consent shall not be unreasonably withheld or delayed. Tenant shall not make any penetrations of the roof or exterior wall. Landlord may require satisfactory evidence of available financing for any such alterations

(b) Tenant shall not injure or deface, or commit waste with respect to the Premises, nor occupy or use the Premises in such manner as to constitute a nuisance of any kind, nor for any purpose nor in any manner in violation of any present or future laws, rules, requirements, orders, directions, ordinances or regulations of any governmental or lawful authority including Boards of Fire Underwriters. Tenant shall, immediately upon the discovery of any unlawful, illegal, disreputable, or extra hazardous use, take all necessary steps to discontinue such use.

(c) Tenant shall procure any licenses or permits required by any use of the Premises by Tenant.

(d) Tenant's use of the access roads, parking areas and loading areas on the property shall be subject to any reasonable rules or regulations which may be established from time to time by Landlord or pursuant to the Declaration. Tenant shall not park storage trailers or store any items of its property on said exterior common areas, except as provided via prior written permission by Landlord.

(e) Tenant shall not permit any employee, servant, invitee or visitor of Tenant to violate the covenants or obligations of Tenant hereunder.

#### Section 15- Subleasing - Assignment.

(a) Tenant shall not, without the prior written consent of Landlord and subject to lender review and approval, assign this Lease in whole or in part, or sublet the Premises or any portion thereof, except for subletting to the other York County related departments, which is permitted. In the event of such assignment or sublease, Tenant shall remain liable to Landlord for all the rentals called for under the terms of this Lease and for the performance of all covenants herein to be performed by Tenant and be responsible for all out of pocket costs actually incurred by Tenant in connection with the making of such assignment, including but not limited to any brokerage fees, advertising and alteration costs;

Landlord shall have the right to assign this Lease or any of the rights and benefits accruing to it thereunder.

Section 16 - Mechanic's Lien. In the event of the filing in the York County Registry of Deeds of any notice of a builder's, supplier's or mechanic's lien on the Premises arising out of any work performed by or on behalf of Tenant, Tenant shall cause said lien to be released and discharged without delay.

Section 17 - Liability. Except for injury or damage caused by the willful or grossly negligent act of Landlord, its servants or agents, Landlord shall not be liable for any injury or damage to any person happening on or about the Premises or for any injury or damage to the Premises or to any property of Tenant or to any property of any third person, firm, association or corporation on or about the Premises. Tenant shall, except for injury or damage caused as aforesaid, indemnify and save Landlord harmless from and against any and all liability and damages, costs and expenses, including reasonable counsel fees, and from and against any and all suits, claims and demands of any kind or nature, by and on behalf of any person, firm, association or corporation, arising out of or based upon any incident, occurrence, injury or damage which shall or may happen on or about the Premises and from and against any matter or thing growing out of the condition, maintenance, repair, alteration, use, occupation or operation of the Premises or the installation of any property therein or the removal of any property therefrom. Tenant agrees to look solely to Landlord's interest in the building for recovering of any judgment or claim against Landlord.

Section 18 - Liability Insurance. Tenant shall throughout the term hereof procure and carry, at its expense, comprehensive liability insurance on the Premises with an insurance company authorized to do business in Maine and acceptable to Landlord. Landlord shall throughout the term procure and carry

Section 21 - Repossession by Landlord. At the expiration of this Lease or upon the earlier termination of this Lease for any cause herein provided for, Tenant shall peaceably and quietly quit the Premises and deliver possession of the same to Landlord.

Section 22 - Mortgage Lien. Tenant agrees that this Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of (1) any mortgage constituting a lien on the Building and or property, or any part thereof, at the date hereof, (2) the lien of any mortgage hereafter executed to a bank, trust company or other recognized lending institution to provide financing or refinancing of the land and improvements containing the Premises, and (3) any renewal, modification, consolidation or extension of any mortgage referred to in clause (1) and (2). Such subordination is self operative and no further agreement or instrument is required in order to make such subordination legally effective. The foregoing notwithstanding, Tenant shall, upon demand at any time or times, execute, acknowledge and deliver to Landlord without any expense to Tenant, any and all instruments that may be necessary or proper to subordinate this Lease and all rights of Tenant hereunder to the lien of a mortgage referred to in (2) or (3) of the preceding sentence.

Tenant further agree that upon change in ownership of the Building by reason of the foreclosure of the mortgage referred to in the preceding paragraph, or the acceptance of a deed in lieu of foreclosure, or otherwise, this Lease shall not be terminated or affected thereby but shall continue in full force and effect upon all of the terms, covenants and conditions set forth herein and Tenant agrees to at torn to the holder of such mortgage or other purchaser at a foreclosure sale, or their respective successors or assigns, for the remainder of the term hereof and any extensions or renewals thereof which may be effected in accordance with this Lease, and Tenant does hereby at torn to the holder of such mortgage or such purchaser, successor or assign as its landlord, said attornment to be effective and self-operative without the need for execution of any further instrument on the part of the Tenant, immediately upon such succession to the interests of Landlord in the Premises.

Section 23 - Environmental Matters.

(a) Tenant represents and warrants that it shall not use the Premises for the Storage, Treatment or Disposal of Hazardous Wastes, except in full compliance with all applicable laws, regulations and requirements of Governmental Authorities (as hereinafter defined). Landlord shall have access to the Premises at all times to inspect for such compliance. If Landlord has any reason to suspect any chemical spills or other contamination of the Premises or the Complex in the vicinity of the Premises, Landlord may hire an engineer or environmental consultant (at Tenant's expense) to confirm the same and upon such confirmation, this Lease shall be immediately in default and Tenant shall have no right to any notice or cure periods in connection with such default. For the purposes of this Lease, the terms Hazardous Waste, Storage, Treatment and Disposal are defined by cumulative reference to the following sources, as amended from time to time: (1) The Resource Conservation and Recovery Act of 1976, 42 USC §6901 et seq (RCRA); (2) EPA Federal Regulations promulgated thereunder and codified in 40 C.F.R. Parts 260-265 and Parts 122-124; and (3) the applicable Maine statutes and regulations promulgated thereunder by any agency or department of the State of Maine.

(b) As used in this Section, the term "Hazardous Material" shall mean any substance, water or material which has been determined by any state, federal or local government authority to be capable of posing a risk of injury to health, safety and property, including, but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation, and/or any other governmental agency, federal, state, or local, now or hereafter authorized to regulate materials and substances in the environment (collectively "Governmental Authority(ies)").

Section 24 - Americans With Disabilities Act. Tenant shall comply with the Americans with Disabilities Act of 1990 ("ADA") and the regulations promulgated thereunder. Tenant hereby expressly assumes all responsibility for compliance with the ADA relating to the Premises and the activities conducted by Tenant within the Premises. Any alterations to the Premises made by Tenant for the purpose of complying with the ADA or which otherwise require compliance with the ADA shall be done in accordance with this Lease; provided, that Landlord's consent to such alterations shall not constitute either Landlord's assumption in whole or in part, of Tenant's responsibility for compliance with the ADA, or representation or confirmation by Landlord that such alterations comply with the provisions of the ADA.

Section 25 - Default. In the event (i) any installment of rent or additional rent shall not be paid within ten (10) days after the same is due and payable; or (ii) Tenant defaults in the performance or observance of any other covenant or condition in this Lease and such default remains un-remedied for ten (10) days after written notice thereof has been given to Tenant by Landlord; or (iii) Tenant makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver or any trustee of or for Tenant of any substantial part of its property, commences any proceeding relating to Tenant or any substantial part of its property under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or there is commenced against Tenant any such proceeding which remains un-dismissed for a period of sixty (60) days, or any order approving the petition in any such proceeding is entered, or Tenant by any act indicates its consent to, or acquiescence in any such proceeding or the appointment of any receiver or trustee for Tenant of any substantial part of its property, or suffers any such receivership or trusteeship to continue undischarged for a period of sixty (60) days, then in any of such events, Landlord may immediately or at any time thereafter and without demand or notice enter upon the Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove their effects forcibly, if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. Upon such entry, or upon notice by Landlord in lieu of such entry, this Lease shall terminate, and Tenant covenants that, in case of such termination by reason of the default of Tenant, Tenant shall remain and continue liable to Landlord in an amount equal to the total rent reserved for the balance of the term hereof plus all additional rent reserved for the balance of the term hereof less the net amounts (after deducting the expenses of repair, renovation or demolition and attorney's fees and leasing commissions) which Landlord realizes from the re-letting of the Premises. As used in this Section, the term "additional rent" means the obligations of Tenant under Section 4 and the value of all considerations other than rent agreed to be paid or performed by Tenant hereunder, including, without limiting the generality of the foregoing, taxes, assessments and insurance premiums. Landlord shall have the right from time to time to relet the Premises upon such terms as it may deem fit, and if a sufficient sum shall not be thus realized to yield the net rent required under this Lease, Tenant agrees to satisfy and pay all deficiencies as they may become due during each month of the remaining term of this Lease. Nothing herein contained shall be deemed to require Landlord to await the date whereon this Lease, or the term hereof, would have expired had there been no default by Tenant, or no such termination or cancellation. Tenant expressly waives service of any notice of intention to reenter and waives any and all right to recover or regain possession of the Premises, or to reinstate or redeem this Lease as may be permitted or provided for by or under any statute or law now or hereafter in force and effect. The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others herein or by law or equity provided. Nothing contained in this Section shall limit or prejudice the right of Landlord to prove and obtain, in proceedings involving the bankruptcy or insolvency of, or a composition with creditors by, Tenant the maximum allowed by any statute or rule of law at the time in effect.

in this Lease and the transferor shall be released from all liability for the performance or observance of any agreements or conditions on the part of Landlord to be performed or observed subsequent to the time of said transfer

Section 32 - Waiver. Any consent expressed or implied, by either party to any breach by the other party of any covenant or condition of this Lease shall not constitute a waiver of any prior or succeeding breach of the same or any other covenant or condition of this Lease. Acceptance by Landlord of rent or other payment with knowledge of a breach of or default under any term hereof by Tenant shall not constitute a waiver by Landlord of such breach or default. This Lease shall not be modified or canceled except by writing executed by Landlord and Tenant.

Section 33 - No Representations. No representations of any kind or nature concerning the Premises or any part thereof not contained herein have been made to Tenant either before or at the time of the execution of this Lease.

Section 34 - Brokerage. The parties represent and warrant to each other that they had no contact with any real estate broker, salesman or finder in connection with the transaction resulting in this Lease.

Section 35 - Arbitration.

(a) In the event of any dispute as to the meaning or interpretation of any provision of this Lease, either party may, upon ten (10) days' written notice to the other party, require that the dispute be determined by arbitration under the rules, then obtaining, of the Commercial Panel of the American Arbitration Association.

(b) A decision of an arbitrator made in accordance with the provisions of this Section shall be final and binding upon the parties hereto and enforceable in a court of law.

Section 38 - Governing Law. This Lease shall be construed and interpreted in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed and delivered as of the day and year first above written.

WITNESSESS

LANDLORD:

Biddeford Housing Authority

By: \_\_\_\_\_  
Guy M. Gagnon  
Its: Executive Director

\_\_\_\_\_  
Witness

TENANT:

York County Government

By: \_\_\_\_\_  
Its:

\_\_\_\_\_  
Witness



**EXHIBIT B**

Site Survey

**COUNTY OF YORK**

**MeDATS  
ESTIMATED CONTRACT COSTS**

<b>Estimated MeDATS Contract Costs</b>			
Joseph Maranda	<b>ESTIMATED ANNUAL COSTS</b>		
	<b>7/1/24-6/30/25</b>		
<b>WAGES</b>			
Annual Wages			\$ 90,646.40
Health Waiver Stipend Payment			\$ -
Other Contractual Earnings-estimated (accrued PTO, PTO buyout)			\$ 4,000.00
			\$ 94,646.40
<b>FRINGE BENEFITS/EMPLOYER COSTS</b>			
	<b>Percentage of Earnings</b>		
FICA	6.20%		\$ 5,868.08
Medicare	1.45%		\$ 1,372.37
Workers Comp	2.72%		\$ 2,574.38
Retirement - MePers Plan AC	9.90%		\$ 9,369.99
Health Insurance			\$ 18,900.00
HRA Liability			\$ 10,000.00
Dental Insurance			\$ 1,200.00
Long Term Disability Insurance			\$ 179.83
Short Term Disability Insurance			\$ 795.03
<b>Total Benefits/Employer Costs</b>			<b>\$ 50,259.68</b>
<b>ADDITIONAL OPERATING EXPENSES</b>			
Liability Insurance			
<b>Total Operating Expenses</b>			<b>\$ -</b>
<b>GRAND TOTAL</b>			<b>\$ 144,906.08</b>

# COUNTY OF YORK

## MeDATS ESTIMATED CONTRACT COSTS

<b>Estimated MeDATS Contract Costs</b>				
Evan Stanichuk	<b>ESTIMATED ANNUAL COSTS</b>			
	<b>7/1/24-6/30/25</b>			
<b>WAGES</b>				
Annual Wages				\$ 40,123.20
Health Waiver Stipend Payment				\$ -
Other Contractual Earnings-estimated (accrued PTO, PTO buyout)				\$ 2,000.00
				\$ 42,123.20
<b>FRINGE BENEFITS/EMPLOYER COSTS</b>				
	<b>Percentage of Earnings</b>			
FICA	6.20%			\$ 2,611.64
Medicare	1.45%			\$ 610.79
Workers Comp	2.72%			\$ 1,145.75
Retirement - MePers Plan AC	9.90%			\$ 4,170.20
Health Insurance				\$ 11,400.00
HRA Liability				\$ 5,000.00
Dental Insurance				\$ 600.00
Long Term Disability Insurance				\$ 80.03
Short Term Disability Insurance				\$ 353.83
<b>Total Benefits/Employer Costs</b>				<b>\$ 25,972.24</b>
<b>ADDITIONAL OPERATING EXPENSES</b>				
Liability Insurance				
<b>Total Operating Expenses</b>				<b>\$ -</b>
<b>GRAND TOTAL</b>				<b>\$ 68,095.44</b>

MEMORANDUM OF AGREEMENT BETWEEN YORK COUNTY AND  
THE MAINE DISTRICT ATTORNEYS TECHNICAL SERVICES AGENCY

This Agreement is made by and between York County (referred to herein as the “County”) and the Maine District Attorneys Technical Services Agency (referred to herein as “MEDATS”) (each individually, a “Party”; collectively, the “Parties”).

WITNESSH:

WHEREAS, MEDATS has developed and operated information technology-based programs and procedures for the collection, management and sharing of law enforcement sensitive information and services by and between law enforcement agencies, the offices of the eight (8) District Attorneys, and the Attorney General’s Office; and

WHEREAS, other Counties have historically employed the individuals assigned to work at MEDATS and provided the administrative and support services to MEDATS consistent with the requirements set forth in 30-A M.R.S. §281, that require the Counties to provide support services to their respective District Attorneys; and the technical services have become an integral part of the support services provided by the Counties; and

WHEREAS, MEDATS has requested that York County take over the role of the administrative host for MEDATS and employ the individuals assigned to work at the Agency and provide MEDATS such other administrative and other support services as may be required from time to time; and

WHEREAS, York County is prepared to assume that role and provide those services.

NOW, THEREFORE, in consideration of the mutual commitments contained herein, the Parties agree as follows:

1. EFFECTIVE DATE; TERM.

- A. Effective Date. The effective date of this Agreement shall be July 1, 2024 (the “Effective Date”).
- B. Term; Extension; Termination. The term of this Agreement shall be 3 years, commencing on the Effective Date, subject to extension as follows: At the conclusion of the first 3-year term, the term of this Agreement shall be automatically renewed for three additional fiscal years, unless a Party, delivers a written notice of non-renewal to the other party at least 90 days prior to the conclusion of any 3-year term. This Agreement may be terminated by any party for any reason upon 90 day’s written notice to the other party. Upon the termination of this Agreement, the employees assigned to work at MEDATS shall

be subject to termination by York County based on the elimination of their positions.

2. ROLE AND RESPONSIBILITIES OF YORK COUNTY

- A. York County shall be considered the “host County” for MEDATS and shall serve as the employer of record for all employees performing services for MEDATS. Such employees will be treated as non-union employees and will be subject to the terms, conditions and policies applicable to non-union employees within York County. Although employed by York County, the employees will be assigned to perform services at and for MEDATS.
  - a. As of the effective date of this Agreement, there are two individuals who will become employed by York County and be assigned to MEDATS. In advance of the effective date, MEDATS agrees to provide York County with sufficient information regarding those individuals and to have those individual complete such documents as may be required by the County’s Human Resources Office.
  - b. Once employed, the individuals’ continuing employment will be subject to York County’s personnel policies, standards, and expectations.
- B. York County shall also provide such other administrative and support services as may be required and agreed upon from time to time.
- C. York County will invoice MEDATS monthly for the cost of all compensation, benefits, insurances, taxes, contributions, and other expenses flowing from the County’s role as the host County, the provider of administrative and support services, and the employer of employees assigned to work at MEDATS, plus an administrative fee in an amount equivalent to 15% of those total costs.

3. RESPONSIBILITIES OF MEDATS.

- A. MEDATS shall be responsible for the payment within 30 days of receipt of all invoices submitted by York County under this Agreement.
- B. MEDATS shall cooperate with York County and provide any information, documents and/or records as may be requested by York County from time to time in connection with any services or actions taken or provided under this Agreement.
- C. MEDATS shall immediately inform York County of any claims, complaints, or lawsuits filed, threatened, or alleged by any person, group, organization, or entity against MEDATS.
- D. MEDATS shall maintain in full force the following insurance policies for the term of this Agreement: officers and directors’ liability, comprehensive general liability, employment practices liability, and comprehensive cyber liability including coverage for any data breaches and required actions and such other coverages in such amounts as may be requested by York County from time to time.
- E. MEDATS agrees to indemnify and hold harmless the York County, and its Commissioners, employees, managers, agents, servants, employees, elected and appointed officials, officers, administrators, successors or assigns (collectively the “indemnified parties) from any and all claims, demands, damages, actions, causes of actions, suits, judgments, or liabilities of any kind or nature whatsoever, asserted

or sustained by any person or to any property (including but not limited to compensatory, consequential, or incidental damages) and further including any charges, expenses, attorney's fees or other costs incurred, which arise out of or derive from, in whole or in part, the performance of any actions, services, duties or responsibilities by the County pursuant to this Agreement; additionally, to undertake at MEDATS own expense the defense of any such claims, demands, damages, actions, causes of action, suits, judgments, or liabilities of any kind or nature whatsoever, brought against the indemnified parties arising from, in whole or in part, the performance of any action, service, duty or responsibility by the County included in this Agreement. This indemnification shall not waive any tort claim or civil rights claim immunity defense otherwise available under the Maine Tort Claims Act or any other law. To the extent any such expenses are not covered by or exceed the limits of any insurance policy, MEDATS agrees to bill and collect those excess amounts from the other Counties in Maine on proportionate basis consistent with the other payments made by those Counties for the services provided by MEDATS.

3. DISPUTE RESOLUTION. Any dispute among the Parties arising out of or relating to this Agreement shall be resolved as follows:

A. Negotiation. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy, or claim arising out of or relating to this Agreement ("Dispute") within 30 days after the date that an aggrieved Party has given written notice of such Dispute to the other party.

B. Mediation. If the Dispute has not been resolved within 30 days, any Party may serve written notice on the other party on the request for non-binding mediation. The mediation shall be conducted in Maine by a mediator mutually agreeable to the parties, shall not exceed one full day or two half days in length, and shall be completed within 90 days from the request for mediation. The aggrieved Party shall be responsible for the costs of the mediator. If the Dispute is not resolved in mediation, the aggrieved party may reserve the right to take any further action that it deems appropriate under the circumstances.

4. AMENDMENT. This Agreement may be amended upon mutual written agreement of the Parties.

5. MISCELLANEOUS. This Agreement shall be interpreted, governed, construed, and enforced in accordance with the laws of State of Maine. This Agreement contains the entire agreement between the Parties in relation to its subject matter, and there are no other agreements or understandings, oral or otherwise, between the Parties at the time of execution of this Agreement. If any provision(s) of this Agreement is determined to be invalid or unenforceable in whole or in part for any reason, such provision(s) shall be severed and the Parties shall negotiate in good faith to amend this Agreement so as to effect the original intent of the Parties as closely as possible. The remaining provisions of this Agreement shall be unaffected thereby

and shall remain in full force and effect to the full extent permitted by law.

Maine District Attorneys Technical Services Agency:

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York County:

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